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The Solicitors' Journal.

LONDON, MARCH 31, 1866.

ON SATURDAY LAST we announced that the Lord Chancellor had stated his intention of sitting on Monday, Tuesday, and Wednesday in this week, for the purpose of hearing *McIntosh* v. *The Great Western Railway Company*. On that day (Saturday) the following observations were made at the sitting of the Court:—

Mr. Malins.—"Your Lordship was good enough, in an interview you had with Mr. Bacon and myself, to say that you would state this morning whether you would sit next week or not."

The Lord Chancellor.—"I was not aware that the papers had been printed in their present form, and that we were to close the sittings to-day. I thought they extended three days longer. And, as I understand it will be very inconvenient to sit next week, I shall not sit after to-day. But I will now give notice that on the 12th, 13th, and 14th of April I shall sit here to hear bankrupt petitions."

Mr. Malins.—"I am greatly obliged to your Lordship."

Consequently the Court did not in fact sit as announced.

THE DISCUSSION which took place in the House of Commons on Thursday week, on the subject of the competition for the building of the Palace of Justice, exhibits the great difficulty there is to satisfy public opinion when everyone thinks himself competent to suggest or advise; and Mr. Henley said truly that, "Do what they would, there was sure to be plenty of dissatisfaction with the courts when they were built." From the tone of the discussion it appears that Mr. Bentinck's motion arose out of a rumour that, notwithstanding that the commissioners had decided on inviting six architects to compete, it was intended to award the prize to Mr. Waterhouse, the architect of the new courts at Manchester. With respect to this question Mr. Cowper said the Commission "had abandoned the idea of appointing Mr. Waterhouse architectural clerk, lest any suspicion of favoritism should arise, and the schedule of dimensions would be as open to the other competitors as to that gentleman." We are of course bound to accept Mr. Cowper's evidence on a point so obviously within his knowledge, but we are in possession of some facts which, if we had not the right hon. gentleman's evidence, would lead to a very different conclusion.

Mr. Waterhouse did, in fact, work for the Commission in some such capacity as architectural clerk, but finding that so much favour was being given to his productions at Manchester, he begged leave to withdraw "in order that his superior knowledge, acquired in working under the Commission, should not prejudice the very good prospect he might otherwise have of obtaining the prize." Our readers will judge what this may mean.

The reason given by the Commission for limiting the the number of competitors—viz., that an unlimited number of architects continually wandering about the numerous courts and offices taking measurements, &c., would seriously impede the course of public business—is entitled to great consideration; but, if it be good for anything, it is good to show that the commission should have fixed upon the best man, independently, either by a public competition of past designs or otherwise, and appointed him without any present competition. We fully agree with Mr. Henley that there was no available middle course between this and perfectly open competition, and are prepared cordially, if not unreservedly, to accept the decision of the House of Commons in favour of the latter course.

AMONG DISHONEST TRADERS there are many whose moral delinquencies the law cannot touch, and many more whose offences against the law go unpunished by reason of the apathy of those who suffer, or the insignificant amount of loss sustained. In a country where there is no public prosecutor, the number of offenders who escape punishment to those who are detected and brought to justice, is probably as ten to one, and this holds good as regards all offences; but of minor offenders taken separately, the proportion of those who escape must be much larger. It is commonly said that if there were no receivers there would be no thieves, and on this principle many establishments of the nature of "fences" have been suppressed by the police. There is, however, one great institution which cannot be entirely suppressed, because it has a legitimate sphere of operations, and yet which gives facilities for the disposal of stolen goods to an extent scarcely realised even by those most conversant with its working. Need we say that we refer to the pawnbroker's shop? Need we point out that the business of a pawnbroker need not of necessity be carried on in such a manner as to assist thieves, yet such is too often its actual effect? Within the last two years a very unusual number of cases have been reported in which pawnbrokers have appeared in a suspicious light. True, this may have been due to extra vigilance on the part of the police; but, nevertheless, the fact is clearly established that sufficient supervision over this class of traders is not and cannot be exercised in the present state of the law. It is not enough to limit the hours during which pledges may be received, and to require the taking out of a licence; a pawnbroker should be required to exercise a certain amount of common sense and to judge for himself whether the circumstances under which an article is brought to him are of such a nature as to lead to a reasonable suspicion that they are improperly in the possession of the bearer. If such a judgment were reasonably exercised, it is incredible that a pawnbroker should, from time to time, extending over a period of two months, receive parcels of new goods by the Parcels' Delivery Company in pledge, and advance money on them, without having ever seen the sender, and without any inquiry to satisfy himself and others that they were not the proceeds of robbery; yet this has happened recently on the part of a tradesman who would be very indignant if his culpable carelessness were attributed to indifference to the honesty of his customer, and offers another instance of the ease with which the facilities afforded by the pawnbroker's shop may, without actual complicity on the part of the pawnbroker, be abused for the conversion of stolen property. The remedy for this particular difficulty would be perfectly simple, namely, to make it illegal for a pledge to be taken in from a carrier without the presence of some person assuming to be the owner; but this would by no means go to the root of the evil to which at present the public are liable.

It would, it is urged, limit the supposed usefulness of the pawnbrokers' business to poor people if the law made a thorough investigation into the ownership of all goods brought for pledge necessary; and Parliament has, in its "wisdom," materially limited the common law liability of pawnbrokers in respect of goods on which they have made *bonâ fide* advances to persons having no title to pledge them. As the law now stands, it by no means follows "as of course" that the true owner of goods improperly pawned can recover them in trover from the pawnbroker without redeeming them; and

many pawnbrokers are found to accept goods without inquiry, trusting to the difficulties thus thrown in the way of their owners. We think that the provisions in question ought to be repealed, and that every pawnbroker should be compelled to receive goods entirely at his own risk, and should be liable in trover for not less than six years after such receipt, in case they should turn out to have been pawned by one without a title; and if to this were added a provision that a pawnbroker, after the third case proved against him, which a magistrate should certify as "suspicious," should be irrevocably deprived of his licence, we think that the exigencies of the case would be as nearly met as the necessities of trade admit of.

THE GOVERNMENT of Bombay has addressed to Sir Jamsetjee Jejeebhoy, as representing the petitioners, a lengthy reply to the Bombay petition for the removal of Mr. T. C. Anstey from the Bench.

The Government in effect say, first, that when the petition was presented Mr. Anstey's tenure of office had, in fact, terminated, by reason of Sir Joseph Arnould's return; and, secondly, that if that had not been so the Governor would have refused to comply with the prayer of the petition. The reasons given for this latter course are shortly as follows:—

1. The petition contains the names of 2,662 persons, of whom 1,278 are apparently Parsees, 1,191 Hindoos, 191 Mahomedans, and only one member each of the Jewish and Portuguese communities. And it appears the meeting at which that petition was adopted, was convened at a private house, without any public notice of the precise object of meeting, that the petition was produced ready drawn up, and was adopted and signed without any such ordinary form of preliminary discussion as would entitle it to be considered the result of the deliberations of the meeting.

2. The specific grounds assigned in the petition are in their nature insufficient to justify the prayer. Those grounds are briefly the harshness and insolence of manner of the judge, and his undue, but not illegal, severity in administering the law, but it is not asserted that he is otherwise than upright, able, inflexible, learned, and laborious.

3. Such an extreme step as the removal of a judge could only be taken for a cause implying incompetence, wilful violation of the law, neglect of duty, or corruption, and could not be adopted at the request of a meeting; as it would then be open to others to hold counter-meetings, and the claims of judges might become subjects of private canvass and public controversy; and the tenure of office as a judge might be made, to no small extent, dependant on popularity or unpopularity in society.

4. His Excellency in Council is convinced that the statements in the petition which charge Mr. Anstey with a prejudice against the natives as a body, which operated to their disadvantage when appearing before him as their judge, are discredited by the evidence of a whole life-time, during which he has ever been conspicuous for his ready sympathy with all whom he believed to need his advocacy; and his Excellency in Council trusts that when time shall have permitted the memorialists to reflect at leisure over the subject, they will exonerate Mr. Anstey from the unworthy motives imputed to him in the petition, and do justice to that learning, ability, energy, and independence, for which, whether on or off the bench, Mr. Anstey has always been conspicuous.

A CURIOUS STORY is told of a peep at the *modus operandi* of dispensing patronage from the colonial department:—"A gentleman of our acquaintance," says a contemporary, "informed us, that in 1849 he was on public business at the Colonial Office, when he adverted to the practical exclusion of the Irish Bar from colonial appointments. He was shown a book in which were written the names of several English barristers recommended to the Colonial Office by the English Lord Chancellor and the law officers." A similar system of recommendation might perhaps be advantageously adopted by the Irish Bar, of whom there is a large number now in Parliament, so as to insure that there should be no grounds for the complaint mentioned above, if indeed any such practical exclusion now exists.

WHEN DR. WATTS wrote hymns for future generations of juveniles, and gave currency to the profound sentiment contained in the line—

"It is a sin to steal a pin,"

he never contemplated the punishment of such a sin committed by a child by any other human authority than that of the parent or guardian of the culprit. It is very true in theory that even such a fault as stealing a pin comes within the province of the law, and that, notwithstanding the well-known maxim *de minimis non curat lex;* but we must protest against the administrators of justice being called in to do the work of the schoolmaster, and take cognizance of offences which would be more properly dealt with by a birch rod or an "imposition."

From a report taken from the *Birmingham Daily Post* we find that a child, whose age is variously stated at nine, ten, and eleven years, and who is a scholar in Inkberrow Sunday School, was brought before the magistrates sitting in petty session at Redditch, for stealing a penny out of the pocket of a fellow-scholar. The report runs as follows:—

The vicar, the Rev. G. R. Gray, who is chairman of the bench of magistrates, being informed of the petty theft, after making some inquiries into the case, instructed the village policeman to take the girl to the lock-up, which was done on Monday last. Substantial bail, we believe, was offered, but the Rev. Mr. Gray refused to accept it.

On the following Friday the case was to be heard, and we are left to suppose the child was kept in the lock-up for about four days until that time, and this would have been the case but that the compassion of the policeman moved him to take her out of the cell and keep her in his own house. Meantime some sympathizing friends had employed an attorney to defend the little prisoner. At the sitting of the bench were three justices to decide on this important prosecution, when, after it had been asserted that this was not a first offence, a statement which was denied on the part of the prisoner, the chairman said "he never intended to go on with the case, and he merely sent the child to the lock-up to punish her."

No evidence being produced the case was dismissed, but the prisoner's advocate objecting to this mode of settling the question, she was again placed in the dock, and the case adjourned to a future day, bail being this time accepted.

At the adjourned hearing the magistrates unanimously discharged the prisoner, in the belief that there was no felonious intent.

We have heard of nurses who indulge in the most reprehensible practice of threatening children with sundry and dire punishments for the purpose of inducing obedience to lawful commands, and among others a threat "to call the policeman" is not uncommon, though we never heard of its being carried beyond a threat. Practical jokes, moreover, are sometimes carried too far, and this proceeding of the Rev. Mr. Gray appears to partake of the nature of both these improprieties. No information was sworn, and no warrant issued for the arrest of the child; facts which stamp the proceedings with irregularity. We cannot but regard his use of the parish lock-up as a place to punish offences properly cognizable in the Sunday-school as a grave error amounting to an abuse of his double power as clergyman and magistrate. The refusal to accept bail, while it confirms Mr. Gray's statement that he merely meant to lock the child up by way of punishment, shows clearly how untenable is the principle on which he acted. No magistrate—acting merely as a justice of the peace—would have thought of refusing bail in such a case; and if Mr. Gray cannot divest himself of the feelings of the schoolmaster when he takes his seat upon the bench, he ought not to sit there when such cases are brought before it.

IN THE COMMERCIAL RELATIONS between England and other countries circumstances frequently arise which, by reason of the laws of one country differing from those in

another, create much dissatisfaction. A paragraph in the money asticle of the *Times* of the 27th instant relates to the case of a firm having establishments in two countries—"A recent commercial decision of the tribunal at Frankfort is mentioned as of importance to the English public. A Frankfort firm had an establishment in London under its own name, and the inscription on the place of business stated, 'and at Frankfort-on-the-Main.' The firm failed in London, and the house at Frankfort denied its liability. The Court decided that it was for the Frankfort firm to prove that it had dissolved partnership before the failure took place, according to the English law." The importance of this decision cannot be over-estimated. If the Court at Frankfort had decided otherwise, it may be seen that facilities would have been opened for most extensive frauds. A fictitious bankruptcy might be brought about by simply transferring the capital of a business to the foreign house, which would then disclaim its liability to contribute to the payment of the creditors in England. Then, again, the form in which the decision is worded places the question in its proper position. When the Frankfort firm permitted itself to be held out to the world as connected in partnership with that in London, any dissolution of such a partnership should have the same publicity as its initiation had, and unless it can be shown that a notice of dissolution, valid according to English law, had been published in London, the Frankfort firm ought not to escape its liability.

IT IS PROPOSED (says the *Athenæum*), to place a bust of Lord Romilly in the new Search Room for Literary Inquirers, which forms part of the new wing of the Record Repository, in Fetter-lane. The Dean of St. Paul's is one of the committee.

OUR FOREIGN ENLISTMENT ACT—MR. LABOUCHERE'S PROPOSAL.

The adage which speaks of the folly of bolting the door after the house has been robbed, is one which is very apt to be misconstrued. The author of it never meant that it was a foolish thing to take steps for future security after he had suffered, but that it was a foolish thing to have postponed the taking such steps so long. Indeed there is scarcely a case where a sane person would refrain from adopting measures for future protection when he has suffered in consequence of their not having been taken before. The robber seldom abstracts everything from the house; and even where he leaves it a wreck, there are numerous reasons why it would be foolish not to take the benefit of even so bitter a lesson in the book of prudence. These remarks occur to us with reference to the debate which took place in the House of Commons some little time since, on the subject of the imperfect state of our neutrality law, as contained in the Foreign Enlistment Act. It doubtless has occured to many that it is now somewhat late to enter on the consideration of this subject, and that it ought to have been done before the *Alabamas* and *Floridas* managed to leave our shores and commit devastatation on the commerce of a country on friendly terms with us, and thus placed us in the peril of these relations being terminated. Very true it may be late, but who will say that that is the reason why it ought not to be done even now. It may be a misfortune, it may be even a reproach to the Legislature, that gun-boats should be steered through our Acts of Parliament; but that is the very reason why Parliament should take measures to repress, by more stringent legislation, the perversity of those who continue to evade the present prohibitions of the law.

The proposal, therefore, which Mr. Labouchere made on the occasion referred to—viz., to assimilate our law on the subject of neutrality to that of America, which he has alleged is much more stringent than ours—is one which it would be folly not to weigh well and act on if it be approved of. Of course a good deal depends on the state of our law as well as that of America. If, as Mr. Labouchere alleges, the latter is much more effectual than ours, it would be only fair to that country, and prudent as regards our own interests, to adopt any improvements which their enactments suggest. This is a subject deserving of deep consideration, and therefore we enter into it with a little more detail than the heat of a debate could allow. We will therefore place before our readers the principal provisions of our own Foreign Enlistment Act, and having done so we will place in juxta-position with them those of the Act of the United States, and we shall then be in a position to see what statements were correct and what were not in the conflicting opinions expressed on this subject in the debate in question. We may, however, be permitted to premise, that, however stringent the terms of the American statutes may be, they proved all too weak to prevent frequent and notorious breaches of neutrality during the revolutionary war of the Spanish-American provinces.

The year 1819 was signalised by the passing of the statute 59 Geo. 3, c. 69, commonly called the "Foreign Enlistment Act." The chief provisions of this Act are those relating, first, to the enlisting of men for foreign powers; and, secondly, to the fitting out of vessels of war for such foreign powers, being belligerent at the time. The 2nd section in effect enacts that British subjects enlisting or engaging to enlist or serve in foreign service, naval or military, or accepting a commission, or engaging to go into a foreign country with intent to enlist, or procuring any other person to do any of these things shall be guilty of a misdemeanour punishable by fine and imprisonment, at the discretion of the Court; and persons offending in such particulars may be apprehended on warrant of a magistrate. The 5th section enacts that *any* vessel having on board any persons engaged or enlisted for foreign service as aforesaid, may be detained at any port in the British dominions, on information given on oath and stating the grounds for belief that such vessel contains persons engaged or enlisted for foreign service. The 6th section enacts that any master or other person having command of a ship, who shall take on board persons enlisted contrary to the Act, shall forfeit £50 for every person so taken on board, and the ship may be seized and detained until such penalty is paid, or until the owner of the ship give sufficient bail by recognizance for its payment. So far as regards the means provided for the prevention of enlisting contrary to the Act. Now as regards fitting out ships. The 7th section (which was the clause so much discussed in the *Alexandra* case) enacts that if any person within any of the British dominions shall "equip, furnish, fit out, or arm, or attempt or endeavour to equip, furnish, fit out, or arm, or procure to be equipped, furnished, or fitted out, or armed, or shall knowingly aid, assist, or be concerned in equipping, furnishing, or fitting out, or arming of any ship or vessel with intent or in order that such ship or vessel shall be employed in the service of any foreign prince, state, or potentate, or of any foreign colony, province, or part of any province or people, or any person or persons exercising or assuming to exercise any powers of government in or over any states, &c., as a transport or store ship, or with intent to cruise, or commit hostilities against any prince, state, potentate, &c., &c., with whom the sovereign of England shall not then be at war," every person so offending shall be guilty of a misdemeanour, and on conviction shall be liable to fine and imprisonment, at the discretion of the Court; and the ship fitted out or armed, &c., contrary to the Act shall be forfeited, and may be seized by the officers of the Customs. As a kind of appendix to this section the 8th provides that whoever shall in any part of the British dominions, by adding to the number of guns of such vessel, or by changing those on board for other guns, or by the addition of any equipment for war, increase or augment, or be concerned in augmenting, the warlike forces of any ship of war or cruiser, shall be guilty of misdemeanour and punishable as above.

No one will doubt the sincerity of the Legislature in

their endeavour to prevent breaches of neutrality by these complicated and almost painfully elaborate enactments, and few would have doubted their sufficiency to attain that end. Late occurrences have, however, clearly shown that there would have been some ground for such a doubt. However, of this we will speak hereafter. We will now take a glance at the state of American law on the same subject. In 1793, *i.e.*, at the commencement of the European war, when the belligerent powers attempted to violate American neutrality principles, which soon after received the sanction of Congress, were appealed to and acted on by the Government of the United States, and in the following year the same principles were incorporated in a law of Congress, which was revised and re-enacted in 1818. By this Act (sess. 1, ch. 88, American Statutes at Large, vol. 3, p. 447) it is declared to be a misdemeanour, punishable by fine and imprisonment, for any person within the jurisdiction of the United States to augment the force of any armed vessel belonging to one foreign power at war with another with whom they (the American Government) are at peace; to prepare any military expedition against the territories of any foreign nation with whom they are at peace; to hire or enlist troops or seamen for foreign military or naval service; to be concerned in fitting out any vessel to cruise or commit hostilities in foreign service against a nation at peace with them—the vessel in this case being subject to forfeiture. The President is also authorised to employ force to compel any foreign vessel to depart which, by the law of nations or treaties, ought not to remain within the United States; and also for the purpose of detaining any vessel liable to be detained under any provision of the statute.

So far the reader will doubtless notice a remarkable resemblance between our own Act and that of the United States. Indeed, the similarity of the formal language of both leads to the supposition that the English Act, which is posterior in point of date, is a copy of the American Act. There are, however, two most important sections in the latter which have no counterpart whatever in the English Act. These are sections 10 and 11, the first of which provides that the owners or consignees of every armed ship or vessel sailing out of the ports of the United States, belonging wholly or in part to the citizens thereof, shall enter into bond with sufficient security prior to clearing out the same, in double the amount of the value of the vessel and cargo on board, including her armament, that she shall not be employed to cruise or commit hostilities against the subjects, citizens, or property of any foreign prince or state, or of any colony, district, or people with whom the United States shall be at peace. Section 11 authorises and *requires* the collectors of customs to detain any vessel manifestly built for warlike purposes, and about to depart out of the United States, of which the cargo shall principally consist of arms and munitions of war, when the number of men shipped on board, *or other circumstances shall render it probable* that such vessel is intended to be employed by the owner or owners to cruise and commit hostilities upon the subjects, citizens, or property of any foreign prince, state, &c., with whom the United States are at peace, until the decision of the President be had thereon, or until the owner shall give such bond and security as is required of the owners of armed ships by the preceding section.

These are the sections which, in the opinion of the hon. and learned Queen's Counsel, as we gather from his declaration to the House of Commons, that "there is no difference between England and America with regard to the treatment of neutral states," are of no operation whatever; unless indeed we are entitled to suspect that the hon. member was unconscious of their existence, and was taking part at haphazard in a debate on a subject on which his information is very limited.

These two latter sections do not appear in the Act of 1794, and it was not till 1818 (by which time the difficulty of dealing with breaches of neutrality by fitting out ships under the old statute were fully appreciated) that these two additions were made to the neutrality law of the United States.

Mr. Labouchere now asks the Government, in effect, to imitate the conduct of the American Government on that occasion, by bringing in a bill to put our neutrality law on the same footing as that of America, seeing that in its present state it cannot restrain persons who are determined on acting against its spirit. A very brief review of the history of our neutrality during the American war will prove to the satisfaction of even the most contentious that this is perfectly true. Take the cases of the two vessels instanced by Mr. Labouchere—the *Alabama* and the *Florida*. The former vessel was constructed in Liverpool, it may be said, to use a homely phrase, under the nose of the Government. The American Consul in that port had frequently warned the Board of Trade of the hostile purposes for which she was intended, as well as of her destination, but as the authorities had been advised that there was not sufficient legal evidence of her destination they declined to seize her. There was no attempt to disguise what was most apparent, that she was intended for warlike purposes, having been furnished with several powder canisters, &c., of an unequivocal description. It was not denied by the builders that she was being built for a foreign government, but what government they declined to say. After a short time the *Alabama* steamed down the Mersey, and passed the British waters unmolested and unchallenged. It has been often said that the Government, and not the law, was at fault there; and, indeed, Lord John, now Earl Russell, in a conversation he afterwards had with Mr. Adams, admitted that she contravened the Foreign Enlistment Act, and that the Government had resolved on her seizure, but that "the sudden development of a malady in the Queen's-Advocate necessarily caused a delay in forwarding the requisite documents to Liverpool before she could be seized." Now the reader may be disposed to smile at this apology for the delay of the Government to enforce the statute, but it is impossible, nevertheless, not to draw this conclusion, that the imperfect state of the law put the Government in a state of the utmost embarrassment, and that it was the indecision arising therefrom rather than wilful neglect that gave the *Alabama* a free passage from Liverpool; for the Government could not legally seize her except on evidence which would be sufficient to convict her owners or builders of a breach of the Foreign Enlistment Act. Now, suppose our law had a provision similar to the 11th section of the American Act of 1818, could the *Alabama* have possibly escaped had there been an honest desire to seize her on the part of the Government?

There is some difference in the case of the *Florida*, which was constructed at Nassau. There were the strongest grounds to suspect the destination which afterwards made her career so remarkable, but the Attorney-General, in referring to her, said that to act on strong suspicion upon certain facts which had not been judicially established, would not be according to English law. Earl Russell, alluding to these two vessels, said they were a disgrace to English law; we must, however, confess that it is difficult to conceive how any law could be framed which would have warranted the seizure of the *Florida*. *Arrests on suspicion* are not popular in England.

Again, take the case of the steam-rams built by Messrs. Laird. There was the strongest reason to suspect that they intended to act as Confederate ships of war, and that they would be paid for directly or indirectly by the Confederate Government. Yet so narrow were the powers given by the Act, and so easily evaded its provisions, that the Government, by way of avoiding the Scylla of a complaint on the part of the United States on the one hand, as well as the Charybdis of an action for illegal seizure on the other, purchased the rams from Messrs. Laird for its own use. To one

who has thrown his eye over the ingenious and tortuous complexity of the sections of our Foreign Enlistment Act, it might at first seem impossible that any ingenuity could evade them. However, after the glance we have taken, it will be difficult to doubt that the perverse ingenuity of law-breakers is much more than a match for the forecast and depth of law-makers. This is necessarily so, for where the legislator defines certain things which he prohibits, it will be very strange indeed that a person wishing to contravene the spirit of the enactment, and having abundance of materials to help him out, cannot hit on something which is not defined, *totidem verbis*, in the statute, and which will yet be a substantial violation of the law. The embarrassment which arises in applying the statute springs—1st, from the difficulty of saying whether such and such a vessel was "armed," "equipped," "furnished," &c., so many meanings may be attributed to these words; and, 2ndly, from the difficulty there always exists of proving the destination before the critical moment when a seizure becomes impracticable. It is quite clear that if definitions of anti-neutrality offences were multiplied ten-fold there would still be a loophole left for evasion, but still the difficulty in the way of it would be increased. We have grave doubts whether this difficulty would be removed by the addition of two clauses similar to those of the American Act, which were found powerless enough in Baltimore in 1833—4, but they might, at any rate, help the Government to check at least such barefaced violations of neutrality as that of the *Alabama*.

Let us now glance at the objections and arguments that have been put forward in answer to Mr. Labouchere's proposals. The chief of these proceeded from the Attorney-General. We noticed in reading the debate that Mr. Shaw Lefevre, adverting to an occasion when the member for Huntingdon (Mr. Baring) brought the same subject before the House, stated that the Attorney-General, on the part of the Government, refused to alter the law on the ground—first, that our Foreign Enlistment Act was sufficient; and, secondly, that if not sufficient, that was not the time to alter it. That honourable functionary seems not to have forgotten his former mode of dealing with the subject on the recent occasion, though his tactics were somewhat altered. He certainly struggled hard to justify the existing state of our law, but the ground this time for deferring action, is that the American Government has been applied to to take the matter up with corresponding amendments; and that, until they do so, we cannot without sacrificing our dignity, take the initiative step. We presume that this policy is on the ground that the international code of the two countries is on the same footing; and truly enough he contends there is little or no substantial difference between the statutes of the two nations on this subject. We did not think that the reckless audacity of Mr. Roebuck would have found a backer in the person of Sir Roundell Palmer. However, it is true that he contends that there is no difference between the provisions in force in the two countries. He even says as much as that the American statute would not have enabled them legally to seize on the Alabama! As it is admitted that this might have been done under the present Act, we pass by the assertion. For our own part we think it very absurd to decline taking any steps towards the amendment of our law until the Americans do the same. That Government on a former occasion, when applied to on this subject, stated that they saw no defect in their law which required to be remedied. Their answer would of course be the same now, and no one has shown that that answer is not justified in fact. True, the breaches of neutrality committed by subjects of the United States in the cases already alluded to were scarcely, if at all, less flagrant than that of the *Alabama*.* We confess we cannot see in what respect the law of the United States could be amended on this subject. It is therefore monstrous to defer altering a law which has almost been the means of involving us in war, until another people whose laws are faultless make an amendment in them.

One word in conclusion with reference to an argumen that was urged against the introduction of similar clauset to the 10th and 11th sections of the American Act os 1818, viz., that England depended on her mercantile enf terprise, supplying every country with every kind o- merchandise from ships to gunpowder, and that the inf troduction of such clauses as the above into our international code would endanger the security of our- merchants and artificers. This argument is like a two edged sword which cuts in both directions, and perhaps on one side more severely than on the other. For admitting for argument sake that such a law may be very inconvenient to merchants and artificers, let us remind the author of this argument that it is to our own advantage to lead the way to the firm establishment of laws calculated to preserve neutral rights; for, our mercantile transactions being the most extensive of any nation in the world, we would suffer most from a disregard to those principles of international morality which prohibits the commerce of a belligerent power from being injured by or through the acts of neutral nations.

* See the case of the Armisted de Rues, 5 Wh. 335, and the various cases referred to in the argument of that case in the Supreme Court.

THE CONSTITUTIONAL CRISIS IN VICTORIA.

The Colonial Secretary, as our readers are doubtless aware, has, for the time being at least, administered "a heavy blow and great discouragement" to the cause of high-handed illegality which has been prevailing in Victoria, and which, *proh pudor!* finds supporters in this country amongst those wont to be the staunchest supporters of constitutional law. We confess that, had we not seen it, we could hardly have believed that writers, ordinarily logical, could have been so blinded by political prejudice as to support, and attempt to justify, a wicked attempt on the part of the Government to defy the law, merely because the "ship-money" was being levied by the fiat of the assembly, not that of the Crown, as if it were the inherent prerogative of the representatives of the people to trample on all rights but their own.

But reprehensible as was, in our opinion, the conduct of the Victorian Government in this matter; evil as would have been a precedent for submitting the law to the will of the majority of the assembly, or, if you will, of the people, unless that will has taken the form of a regular alteration of the law; dangerous as was the spectacle of the first law officer of the Crown in the colony openly setting the law at defiance, and threatening penalties, by *ex post facto* legislation, on those who dared to follow the example of Hampden, and maintain, with better success than he, their legal rights against the encroachments of the Government; all this was exceeded in wickedness by the attempt made by the Governor to visit with degradation and disgrace those members of the Executive Council who dared to appeal to the Home Government.

On all these points Mr. Cardwell has administered to Sir Charles Darling, and his supporters and approvers, a dignified and appropriate rebuke, though he explained in his place in the House of Commons, that it was the last circumstance only, or mainly, which led to Sir Charles's recall.

The course pursued in the assembly with respect to the Tariff and Appropriation bills was not warranted by the practice of the English House of Commons, to which, by the Constitution Act, it was intended that the assembly of Victoria should generally conform. No practice is more carefully observed than that which avoids what is called tacking, or the combination of any other enactments with the bill of Appropriation. But still, in the case which has occurred under your Government, the Supreme Court was able to vindicate the right of any subject who might complain that duties were levied from him illegally, and the Legislative Council was able to maintain its own privileges

by laying aside the compound bill. I do not think it would have been desirable for you to interfere in any such manner as to withdraw these matters from their ordinary sphere, and so give to the dispute a character which did not naturally belong to it, of a conflict between the assembly of Victoria and the representative of the Crown. But you ought to have interposed, with all the weight of your authority, when your ministers continued to levy the duties notwithstanding the adverse decision of the Court. Still more evidently was it your duty to withhold your personal co-operation from the scheme of borrowing money, a form under colour of which the substance of the law was evaded. By these proceedings the Supreme Court and the Legislative Council were practically deprived of the power with which the constitution intended to invest them. As a consequence of these proceedings the assembly has been dissolved without an Appropriation Act, and the borrowing from the bank has been continued.

Under these circumstances it cannot, I think, be denied that any subject in the colony was entitled respectfully to approach his Soverign, and complain that in the one case by the wrongful concurrence, and in the other by the personal co-operation of the Queen's representative, he had been deprived for a time of the benefit of the remedy which the constitution of Victoria provided against irregular acts of power on the part of the executive government. I do not see in the language of the address anything disrespectful to her Majesty, or otherwise worthy of censure; and I cannot but acknowledge that the complaints of the petitioners are just. You tell me that, "if it had not been that under existing circumstances, and at the period of a general election, when many of these gentlemen are candidates for a seat in the Legislative Assembly, the object of such action on your part would have been liable to great misapprehension, you would have suspended them all from office until her Majesty's pleasure were known." It is evident that such a course on your part could only have been justifiable if they had been clearly wrong, and that in a very aggravated degree, and in this and in former despatches I have stated how little I consider that this has been actually the case. But while you thus assign a merely temporary reason for not having taken a course which would on the merits have been unjustifiable, you tell me that it is impossible that the relations between the petitioners and yourself can, in the face of this conspiracy, be such as ought to subsist between the governor and gentlemen holding the commission of an Executive Councillor, and that their advice could not be received with any other feelings than those of doubt and distrust.

You place me, therefore, in the position of having to determine whether you can continue to represent the Queen in a colony in which you have avowed that none of these gentlemen can ever be received by you as confidential advisers with any other feelings but those of doubt and distrust. It is impossible, I much regret to say, that, after this, you can with advantage continue to conduct the government of the colony. And I am compelled to advise her Majesty that you should be relieved of your duties, and the government of the colony be placed in other hands.

That this despatch well merits the encomiums it received from both sides of the House on Tuesday week will, we think, be admitted by all who are not blinded by policital partizanship. The supremacy of this country over the constitutional colonies is nominal enough, and we have no desire to see it increased by a feather-weight; but if the influence of this country is to make itself felt in any of our dependencies at all, it must be above all in restraining the accredited representatives of the Crown from the display of partizanship in local politics, and in enforcing the supremacy of the law above all persons and bodies whomsoever, except the concurrent voices of all the branches of the Legislature.

GENERAL JURISPRUDENCE.*

No. 4.

In the three previous papers I have attempted to state very shortly what are the distinguishing marks of proper, and also of positive, laws. I have also remarked upon the various modes in which positive laws are set, distinguishing between supreme and subordinate legislation, and distinguishing again between legislation direct or proper and that which is indirect or *judicial*, and I have shown our author claiming for this last kind of legislation a recognised place in the science, no less than in the history, of jurisprudence.

I turn, then, from the consideration of distinctions in law, which are based upon differences in its mode of origin, to those which are based upon differences in its subjects, or in the objects which positive law proposes to itself. "The true and proper objects of the law," says Mr. Serjeant Stephen, in his Commentaries, "consist in the establishment and maintenance of the rights severally due to the different members of the community;" and, accepting this statement for the present as true and adequate, although I believe, when we come to consider absolute obligations or duties, as distinguished from relative obligations, we shall scarcely find it to be so, we will proceed now to consider if there be any distinction or difference in rights, or in the things which are the subjects of rights, marked enough for the base of a great division. And this brings me to the somewhat famous division of Blackstone—of rights of persons and rights of things.

Now I think I may venture to say that few young law students understand—perhaps few have taken the trouble to ask—what this famous division means. The "rights of persons," it may be said perhaps, means the rights belonging to persons, and the "rights of things" means the rights relating to things. But, if we consider, we shall find that every right, or at least almost every right, with which we are familiar, relates to or concerns things, and all rights, I think we may say without exception, belong to persons. The rights of things, therefore, are the very same rights as the rights of persons, viewed in the one case in relation to the subjects to which they attach, and in the other in relation to the persons to whom they belong; but this is to look at the same rights from two different aspects, and not to distribute rights generally into two separate classes, which is what Blackstone pretends to do, and this explanation, therefore, would seem to fail.

Now Mr. Austin tells us, and I believe it is quite plain, that Blackstone misunderstood the nature of the distinction which he pretended to adopt, misinterpreting the language of the civil lawyers. The civil lawyers were speaking of a division of the law, Blackstone thought they were speaking of a distinction of rights.

"All law which is in vogue with us," is the language of Justinian's Institutes, "is law relating to persons, or law relating to things, or law relating to actions." *Omne jus quo utimur vel ad personas pertinet vel ad res, vel ad actiones*, a passage in which it would seem to be self-evident that *jus* is correctly interpreted by "law," * and and not by "right" or "rights," just as this is the meaning of it in the common and well-known phrases, *jus civile, jus gentium, jus feciale*, and others.

But even with this correction of Blackstone's error the old difficulty still remains, and we have still to ask ourselves—"What, then, is the law relating to persons, as distinguished from the law relating to things?" Now, we must learn to understand, at the very outset, that *persona* is a technical term, having an entirely different meaning from our English word *person*. *Persona*, properly a player,† very soon got to mean also the part or character which the player sustained, and hence it very soon also got to mean character in a larger sense, just as in English, we use the word *character* quite as often in a general, as in a professional, sense, speaking of a man in his character of a judge, magistrate, &c., quite as readily as we do of an actor in his character on the stage.

* By Edmund Smith, Esq., Solicitor.

* "Jus" in this place, according to Dr. Maine, ought to be translated "legal right," *i. e.*, definite privilege secured by law; just as we say "right of action," "right of distress," &c., as distinguished from right in its most general sense. This seems preferable to the use of the word "law," which is somewhat equivocal.—Ed. *S. J.*

† Not "a mask," as sometimes supposed;

Mulier nempe ipsa videtur,
Non persona, loqui.—Juv.

Persona, therefore, as used in the Institutes, means something different from an individual or man; it means an individual or man wearing a character, and the law relating to persons in this famous division of Justinian's means the law which relates to persons, not simply, but persons wearing characters, or, as we may almost say, personating particular parts. Proceeding then from this definition of the term *persona*, it is not difficult to point to some topics of law which seem pretty obviously to fall under the head of the law which is technically called the law of persons. Such, for instance, is the law relating to the sovereign and to all subordinate political superiors, as judges, sheriffs, magistrates, &c.; the law relating to the clergy; to the military and naval services; the law relating to husbands and wives; to parents and children; to masters and servants, and many such others. Such persons have what in law is called a *status*—not necessarily as will be seen, any preeminence of rank or position—but they are clothed by the law with certain well-marked rights, duties, capacities, and incapacities peculiar to themselves, constituting for them the *status* which they enjoy. And it is the law of these rights, duties, capacities, and incapacities, or, in other words, the law of *status*, that we have to look for in the department of the law called the law of persons. But although it is not difficult to see here and there some subjects which seem pretty obviously to fall under this head of the law, it is exceedingly difficult to discover its limits, either necessary or conventional; it is exceedingly difficult to give a reason why certain classes of persons have a *status* and others have not. Why, for instance, from the relation of master and servant does there result the *status* of master and the *status* of servant, while from the relation of landlord and tenant there does not result the *status* of landlord and the *status* of tenant? Why, again, from the relation of attorney and client does there result the *status* of attorney and the *status* of client, while from the relation of principal and factor, or from the relation of buyer and seller no *status* results?

The subject is too difficult and complicated to be more than very slightly hinted at in this place, but avoiding some of the more intricate of the usages by which it is surrounded, the *rationale* of this famous division of the law may be stated somewhat as follows:—

1. The separation or division of the law into the two departments of *jus personarum* and *jus rerum* is only for convenience of arrangement, and is only one out of many modes of arrangement of which the subject is capable.

2. It having been already explained that the true meaning of *jus personarum* is the law relating, not to persons or individuals simply, but to persons or individuals wearing a specific character. Mr. Austin further tells us that the true meaning of *jus rerum* is, not the law relating to things, but the law of rights and obligations. By an ellipse, and as opposed to *jus personarum*, it means the law of rights and obligations considered apart from *status*, *jus personarum* being the law of rights, &c., constituting *status*.

3. It is not pretended that all the law of persons can be placed absolutely and entirely on one side of the proposed line, and all the law of things on the other. All the law of persons modifies the law of things; there is much in the law of things which is necessary for the understanding of the law of persons. The better opinion is that the law of things should be learnt *first*.

4. The differences upon which the division proceeds, although they exist in all societies or communities, are not precise. Some persons, even in the same society or community, and *à fortiori* in different societies or communities, would put more into the law of persons than others would.

5. The topics which should be put into the law of persons, if we would proceed upon what seems to be a just principle, should be rights, &c., affecting comparatively *narrow classes of the community*, they should not be rights, &c., which affect only individuals, and they should not be rights, &c., affecting all persons indiscriminately. No rights, &c., which affect all persons indiscriminately are proper topics for the law of persons, a point in which Blackstone and Hale have erred in putting into the *rights* of persons, the rights (common to all alike) of personal liberty and personal security.

6. Although no rights, &c., but what affect *comparatively narrow classes* of the community are proper topics for the law of persons, it is not every set or combination of such rights, &c., that is to be placed in this department of the law, or, in other words, it is not from every set or combination of such *narrowly applied* rights, &c., that a technical *status* is constituted. Mr. Austin thinks that one necessary condition is that the duties or obligations which are constituent parts of *status*, which correspond with rights entering into the composition of *status*, should be general, that is, obligations to acts and forbearances indefinite in respect of *number;* and he also suggests, but hesitatingly, and almost confessedly erroneously, that they should be indefinite with respect to kind. "For example," he says, "if you hire another as your servant, two conditions (those of master and servant) are exacted by the contract. For each incurs obligations, and each acquires rights, of which the objects are not determined *individually*, although their *kinds* may be fixed. *You* are obliged to feed him, &c., so long as the contract shall continue; and *he* is obliged to render a series of services, which are equally indefinite as to *number*. But if you hire another *to do some single service* (as to go on a given errand), the *conditions* of master and servant are not created by the contract, nor even in popular and vague language, would be called your servant, or you his master. And a like remark will apply to every legal relation, which consists of a right, or an obligation, to a determinate act or forbearance. No one ascribes a *status* to buyer or seller, &c." And again, as illustrating indefiniteness with respect to kind—"If you hire another as your servant, the kinds of service which he undertakes to render are just as undetermined as the *single* or *individual* services to which the contract binds him. Consequently, you are master and he is servant, or you and he are severally clothed with the conditions which are denoted by those names. But if you engaged another to render services of a class (as to supply your family with bread, to shoe your horses, or the like), you and he would hardly be clothed with *conditions* by virtue of that contract. And the same remark will apply to the relation of landlord and tenant, of principal and factor, of grantor and grantee of an annuity, &c.; for in all these cases the services to be rendered by the parties are fixed or circumscribed as to kind, although the acts or forbearances to which they are bound are not determined as to number."

But into this exceedingly difficult part of his subject we forbear to follow him. The whole subject is confessedly one of great difficulty, and we may be almost inclined to ask whether, for any useful purpose, it is worth the trouble and labour which have been spent upon it. Unfortunately, the fortieth of Mr. Austin's lectures, in which it seems to have been most fully treated of, is lost to the series. In the outline of his course, however, we find a sketch of his proposed arrangement of the law, based upon this method of the civilians, which we believe will do something to persuade us of its continuing value, as it certainly will convince us of the great power of arrangement and method which Mr. Austin possessed.*

EQUITY.

STATUTE 21 & 22 VICT. C. 27.

Durell v. *Pritchard*, L.J., 14 W. R. 212; M. R., 13 W. R. 981.

The construction of section 2 of the above statute (commonly known as Sir Hugh Cairns' Act) has been

* It should not be overlooked, as we think it has been by Mr. Austin, that English lawyers have been from a very early period in the habit of borrowing *terms* from the civil law, without adopting the corresponding *ideas*; it does not, therefore, follow, that because a proposition is expressed in the words of the Roman law, which would not be true according to that law, it is therefore inaccurate as applied to English law.—ED. *S. J.*

usefully illustrated by several recent decisions. That section, as our readers are aware, gives the Court of Chancery power, in cases where it has jurisdiction to entertain an application for an injunction, or for specific performance, to award damages in addition to, or in substitution for, such injunction or specific performance. It might at first sight appear—and we believe it has, in some cases, been argued—that this section would enable the Court to award damages, even if it should hold that there were, in the case before it, no grounds for granting an injunction or for decreeing specific performance. If, however, the section be open grammatically to such an extended construction, we think it is now pretty clear that the Court has taken a much narrower view of its meaning, and that the judges have no disposition to exercise a jurisdiction by way of an award of damages alone. But at the same time, in a case in which equitable relief (independently of damages) *can* be given as to part of the case, the Court will dispose of the whole matter without sending the parties to law, even though the only relief actually given may be damages; and will even go so far as to award damages in respect of a part of the case in which no other relief could be given.

These propositions appear to us to be established by the cases to which we are about to refer.

In the principal case the plaintiffs alleged an interference with their ancient lights by reason of a new building erected by the defendant, and the Master of the Rolls held that the interference was established by the evidence. It appeared, however, that the new building had been carried up to its full height before any complaint had been made by the plaintiffs. It was thereupon argued on behalf of the plaintiffs, that they were at least entitled to an inquiry as to damages. The Master of the Rolls, however, refused to direct any such inquiry. He is reported to have said, "I do not apprehend that Sir Hugh Cairns' Act meant to extend the jurisdiction of the Court of Chancery in a case where it would not have interfered at all before; as, for instance, if there was a bill for specific performance of an agreement, the Court, being of opinion that the agreement could not be specifically performed, would leave the parties to their remedy at law." . . . "I am clear that there is a very great interference with the old lights;" . . . "in my opinion, upon the evidence as it stands, I should have thought it proper to interfere in case the matter had not been entirely completed before the bill was filed." . . . "The Court can have no cognizance whatever, and can give no remedy to the plaintiffs in respect of that which is the principal subject matter, an interference with the building of the house;" . . . "therefore the plaintiffs are confined to bringing an action for damages. They must go to law for damages, and this is not the court; and Sir Hugh Cairns' Act was not intended to make it possible for a person to bring a suit in chancery merely to obtain damages, where an action at law was the ordinary, and a much cheaper and more convenient, mode of ascertaining the damages." This decision of the Master of the Rolls was affirmed by the Lords Justices, though on somewhat different grounds. With reference to the question of damages Lord Justice Turner is reported to have said "This question depends upon Mr. Rolt's Act (25 & 26 Vict. c. 22), and Sir H. Cairns' Act. As to Mr. Rolt's Act, independently of the doubt which I suggested in *Johnson* v. *Wyatt*, 12 W. R. 234, and which I continue to feel, I am of opinion that there is nothing in the Act which renders it necessary for us to give this relief, for I think that the question of damages is, within the meaning of the Act, a question as to which a court of common law has concurrent jurisdiction; and I think that the plaintiffs had not, at the time of the filing of this bill, any case entitling them to relief in equity; and that the matter, therefore, has been improperly brought into equity, and ought to have been left to the sole determination of a court of law. It is obvious that if we were to entertain the question of damages, when the case in other respects fails in equity, the consequence would be to put an end to all actions of this nature, and bring all such cases under the jurisdiction of this Court. Then, as to Sir H. Cairns' Act, independently of the question whether it empowers the Court to give damages in cases in which there is no sufficient ground for an injunction, I think it clear that the Act leaves it in the discretion of the Court whether it will award damages or not, and I am of opinion that in this case the question of damages will be much more satisfactorily tried at law than in this court."

This conclusion, we are bound to say, appears to us hardly consistent with the opinion of his Lordship in *Johnson* v. *Wyatt*, the case to which he refers. That was a suit to restrain an obstruction by the defendant of the plaintiff's light and air. The bill had been dismissed by Vice-Chancellor Wood, on the ground of acquiescence on the part of the plaintiffs; but the Lords Justices held that a sufficient acquiescence had not been established, and that the decree of the Vice-Chancellor could not be supported on that ground. On the question of the right to an injunction Lord Justice Turner made the following observations:—"The Court will not interfere by injunction in a case where no damages would be recoverable at law; and, in my opinion, the Court will not interfere by injunction if the damages recoverable were trifling or inconsiderable; but as this is a case in which there has not been an unanimity among the judges of the court, I will leave that point out of consideration." His Lordship then discussed the evidence, and expressed his opinion that the plaintiffs had failed to establish a case for an injunction. He then went on to say—"The plaintiffs' case, therefore, as far as it seeks an injunction, fails. We have, however, to consider the question of damages; with regard to this question, I have referred to Mr. Rolt's Act, and I am not satisfied that under the provisions of that Act we are bound to enter into this part of the case. I have much doubt whether the plaintiff's right to damages ought to be considered to be within the meaning of the Act, as a question of fact on the determination of which the plaintiffs' title to relief or remedy depends. But it is clear that Sir Hugh Cairns' Act gives us jurisdiction on this point; and, having regard to the spirit of the latter Act, I think we ought to exercise the jurisdiction. I have therefore considered the question of the plaintiffs' title to damages, and I have looked at several cases bearing on that question, the result of which is that I am of opinion that the plaintiffs are entitled to no damages at all." Lord Justice Knight Bruce said—"But for the recent statute I should have thought it better, without dismissing the bill, that the case should have stood over, with liberty to the plaintiffs to sue the defendant at law."

Thus, then, in both these cases, the Court was of opinion that, independently of damages, the plaintiffs had established no case for the interference of a court of equity. Yet, in *Johnson* v. *Wyatt*, it exercised the jurisdiction to decide the right to damages; while, in *Durell* v. *Pritchard*, it declined to do so. But for the fact that the jurisdiction given by Sir Hugh Cairns' Act is discretionary, and that the Court may therefore assume or decline that jurisdiction, we cannot see how these two cases could both be considered binding authorities. But it seems to us that the Court should assign some reason for the assumption or non-assumption of the jurisdiction in question, and not exercise its discretion in a mere arbitrary manner. The reasons given by Lord Justice Turner in *Durell* v. *Pritchard*, appears to us very satisfactory in favour of the non-assumption of the statutory jurisdiction in a case where no ground for a purely equitable relief is shown; and as that case is posterior in date to *Johnson* v. *Wyatt*, we think we are right in treating it as establishing the proposition we have already laid down, viz., that the courts of equity will not interfere, by way of a decree for damages alone, when the case admits, or rather when it in its inception admitted, of no purely equitable relief. We qualify the proposition in this way, because it has been held in *Cory* v. *Thames Shipping Com-*

pany, 11 W. R. 589, and that class of cases, that where, though at the time when the suit was instituted there existed a ground for the interference of the Court by way of injunction, yet, in consequence of subsequent events beyond the control of the plaintiff, no case for injunction exists when the cause comes to a hearing, still the Court will entertain the suit upon the question of damages merely.

This point was lately raised before Vice-Chancellor Wood in a case upon which we have already * had occasion to comment on another point, *Davenport* v. *Rylands*, 14 W. R. 243. That was a suit to restrain the infringement of a patent, and the Court was of opinion that the plaintiff was originally entitled to the injunction for which he asked. Before, however, the cause came to a hearing the plaintiff's patent expired by effluxion of time, and it, moreover, appeared that the defendants had not then in their possession any goods which had been manufactured in violation of the patent. Under these circumstances the Court was asked to grant the plaintiff an inquiry as to damages under the statutory jurisdiction. It was argued on the part of the defendants that this could not be done, because an inquiry as to damages stood in the same position as an account of profits formerly did, and it had been decided that such an account could not be taken in a case where an injunction could not be granted. The Vice-Chancellor, however, held that he had power to direct an assessment of damages. He is reported to have said,—"In the present case, when the bill was filed, the Court had jurisdiction to grant an injunction; but, partly because the plaintiff had not applied to have the cause advanced, it happened that the patent had expired before the hearing. The plaintiff's right could not suffer because the ordinary process of the Court had been followed. The intention of the Act was that persons should not be harrassed by going from one Court to another. It would be a narrow construction of a beneficial Act to confine the 'jurisdiction to entertain an application for an injunction,' spoken of in section 2, to a jurisdiction at the hearing. If that were so, in the present case the very thing which the Legislature wished to prevent would take place. The plaintiff would have to go to a court of law to obtain damages, in consequence of something which had happened since the filing of the bill. He thought the sounder view was that the Court, having had jurisdiction to grant an injunction at the time the bill was filed, had, at the hearing, jurisdiction to give damages." It seems to us that a case, such as this last, is very rightly distinguished from a case in which the plaintiff never had any title at all to relief by way of injunction. In the one case it would be very hard upon the suitor, who had rightly filed his bill for equitable relief, to which he was entitled at the time, that he should be driven to another court, merely because there happened to be a press of business in the Court of Chancery, which prevented his cause coming to a hearing before the expiration of his patent, though the cause might have been ripe for hearing long before that expiration. In the other case, where the suitor comes into equity on insufficient grounds, he has but himself to blame if, in consequence of his own mistake as to his remedy, he be turned over to a court of law to get what damages he can.

There remains yet another kind of case for us to notice —viz., where the Court, being able only to give relief as to a part of the injury by way of injunction, will nevertheless deal with the rest of the matter by a decree for damages. *Hindley* v. *Emery*, 14 W. R. 25, was a case of this kind. There a lessee had, in violation of a covenant in his lease, commenced alterations which involved pulling down the buildings comprised therein.

At the time when the bill was filed six out of eight cottages were actually pulled down, but the remaining two cottages were intact. The Court restrained the defendant from violating his covenant in respect of the latter two cottages, and directed an inquiry as to damages in respect of the cottages pulled down before the commencement of the suit. Vice-Chancellor Wood, in giving judgment, is reported to have said, "It was clear that the plaintiff could not have obtained an injunction as to what was completed when his bill was filed; and the question was whether he could come for damages on that part of the case. There did not appear to be much authority on this point, but he should follow the case of *Middleton* v. *Magnay*, 12 W. R. 706. As this case was decided by himself he did not refer to it as an authority, but only for the purpose of stating that the opinion he then expressed remained unchanged. It appeared to him only right that the Court, having jurisdiction to stop the threatened breach of covenant, should be able to settle the whole matter which arose upon that covenant, and not send the parties to a court of law to adjust the question of damages." This seems to us to be a most reasonable and useful construction of the statute, and, indeed, we think that, on the whole, the result of the decisions upon which we have commented is such as cannot fail to commend itself to the sense of the profession. The statute was intended to remedy a very serious evil, and, we think, that the courts have taken, on the whole, a liberal and enlightened view of its provisions, without, on the other hand, straining them so as to burden the Court with the decision of a class of questions which ought never to be brought before it.

* 10 Sol. Jour. 417.

COMMON LAW.

Injury to servant by negligence of a fellow Servant.

Louisville, &c., Railway Company v. *Collins*, Amer. Law Reg. V., 265.

We have presented a very extended syllabus of the foregoing case, at the beginning, embracing all the points upon which the opinion of the court is given, without regard to their being directly and necessarily involved in the decision of the cause. And notwithstanding the avowed willingness of the learned judge to disregard the general current of authority upon the point, and the apparent spirit of freedom with which he deals with the decisions in other states and countries; notwithstanding all this, and more that might fairly be said as to the fearlessness and disregard of self with which the opinion abounds, a quality of mind not altogether common in dealing with the opinions of such men as Lord Abinger and Ch. J. Shaw, and a host of others scarcely less eminent in their field of service: notwithstanding all this, which has rather surprised us, we must confess at the same time that we could not but regard it as a refreshing exception to the proverbial subserviency of opinion to precedent and analogy, and we have felt compelled to the conclusion that the opinion is altogether entirely sound in its principles, and maintained with very uncommon ability, in its logic as well as its illustrations, both of which seem altogether unexceptionable.

But we must warn those members of the profession who are not altogether aware of the extent of the decisions in the opposite direction, that they embrace a very large number of the best-considered English cases; and an equal number, almost, in the American States, including all, as far as we know, with the exception of Ohio and Georgia, and now Kentucky. And the decisions in these latter states are all attempted to be placed upon peculiar grounds, thereby virtually confessing the soundness of the general rule, that one cannot recover of his employer for an injury inflicted through the want of care in a fellow-servant employed in the same department of the master's business, and under the same general control. This is declared by the learned judge in the principal case.

The opinion in the principal case would have been far

more satisfactory if the learned judge could have devoted more labour and time to the matter. If a careful review of the preceding cases, with the reasoning of the judges, could have been presented in the very carefully prepared opinion, it could not have failed to be more valuable. Discussion of a broad principle is much less expensive to the author and far less satisfactory, as a general thing, to the profession, than a careful review of the cases.

We should not expect our readers would here listen to such an attempt on our part, since it must occupy considerable space, and would be merely professional, instead of being clothed with the weight of judicial authority. We shall, therefore, not attempt it, having many years since presented our own views to the public upon this and the analogous questions: Redfield on Railways, 384—390.

But we have noticed with gratification more for the justice of the view than because we had before contended for the same, that the learned judge declares most unequivocally, in the principal case, that the corporation is to be regarded as constructively present in all acts performed by its general agents, within the scope of their authority, *i. e.*, within the range of their ordinary employment. The consequences of mistake or misapprehension, upon this point, have led many courts into conclusions greatly at variance with the common instincts of reason and humanity, and have tended to interpose an unwarrantable shield between the conduct of railway *employées* and the just responsibility of the company. We trust that the reasonableness and justice of this construction will, at no distant day, induce its universal adoption. See Redfield on Railways, § 69, pl. 6, 7, 8, 9, and notes, and cases cited.

In regard to the leading point involved in the principal case, how far a servant is entitled to recover of the master for an injury inflicted by the negligence or want of skill of a fellow-servant, the doctrine of exemption was first established in the Court of Exchequer, in *Priestly* v. *Fowler*, 3 M. & W. 1, which was decided at Michaelmas Term. 1837. The same rule was adopted in this country by the Supreme Judicial Court of Massachusetts, in *Farwell* v. *The Boston and Worcester Railroad Corporation*, 4 Met. 49, at the March Term, 1842, supported by one of the ablest and most unexceptionable opinions ever delivered from the American Bench; an opinion which has commanded the admiration of the entire profession, both bench and bar, in England as well as in America, and which has been more extensively adopted and formally incorporated into the opinions of the English courts, than perhaps any other opinion of an American judge. This opinion was, in fact, preceded by that of *Murray* v. *The South Carolina Railway Company*, 1 McMullan, 385, in the same direction, but the former has been regarded as the leading American case.

These leading opinions, in the different countries, have been followed by a multitude of cases reaching down to the present time, most of them occupied in the discussion of what were claimed to be exceptional cases. In England we may, among a multitude of others, refer to *Hutchinson* v. *York, Newcastle, and Berwick Railway*, 5 Exch. 343; *Wigmore* v. *Jay*, *id.* 354; *Skip* v. *Eastern Counties Railway*, 24 Eng. L. & Eq. R. 396; *Degg* v. *Midland Railway*, 5 W. R. 364; *Tarrant* v. *Webb*, 37 Eng. L. & Eq. R. 281; *Mellors* v. *Shaw*, 9 W. R. 748; *Seymour* v. *Maddox*, 16 Q. B. 326; *Ormond* v. *Holland*, 1 El. Bl. & El. 102.

In the American states the decisions are considerably numerous where the general principle of the foregoing decisions has been acted upon or recognised, but we shall not refer to more than will be requisite to show how far the rule prevails in different states. It is adopted in *Brown* v. *Maxwell*, 6 Hill (N. Y.) 592; *Coon* v. *Syracuse and Utica Railway*, 6 Barb. 231; s. c. 1 Selden, 492, and numerous other New York cases, cited in Redfield on Railways, 386–389. See also *Honner* v. *The Illinois Central Railway*, 15 Ill. Rep. 550; *Ryan* v. *Cumberland Valley Railway*, 23 Penna. St. 384; *Maddison and Indianapolis Railway* v. *Bacon*, 6 Port. (Ind.) R. 205; *Hawley* v. *Baltimore and Ohio Railway*, 6 Am. Law. Reg. 352; *Frazier* v. *The Pennsylvania Railway Company*, 38 Penna. St. 104; *Wright* v. *New York Central Railway*, 28 Barb. 80; *Carle* v. *B. & P. Canal and Railway Company*, 43 Maine, 269; *Noyes* v. *Smith*, 28 Vt. Rep. 59; *Indianopolis Railway* v. *Love*, 10 Indiana R. 554; *Same* v. *Klein*, 11 *id.* 38. The general principle is adopted in all the other states where the question has arisen; for although in Ohio, in the cases of *Little Miami Railway Company* v. *Stevens*, 20 Ohio, 415, and *C. C. & C. Railway Company* v. *Keary*, 3 Ohio N. S. 201, the companies are held responsible for the injury, the decisions are placed upon the ground that the persons injured were in subordinate positions. And in *Scudder* v. *Woodbride*, 1 Kelly, 195, it was held the rule did not excuse the master for injury thus caused to slaves, mainly upon the same ground of their dependent and subordinate position. And the principal case is placed upon the same ground. And in the more recent case of *Whalan* v. *Mad R. and Lake Erie Railway Company*, 8 Ohio, N. S. 249, it was held that where one of the trackmen was injured by the neglect of the fireman upon one of the trains, there was no such subordination of position, as to take the case out of the general rule, and the case was decided in favour of the company; thus maintaining the soundness of the general rule in that state by its latest decision.

It is safe, therefore, to state that all the cases, both English and American, maintain the general rule to the extent of those who are strictly "fellow-servants" in the same department of service. And where this is not the fact, but the *employées* are so far removed from each other, that the one is bound to obey the directions of the other, so that the superior may be fairly regarded as representing the master, we think it more consonant with reason and justice to treat the matter as not coming within the principle of the rule. This is so declared by Gardiner, J., in *Coon* v. *Syracuse and Utica Railroad Company*, 1 Selden, 492. But this qualification is denied by Shaw, C.J., in *Farwell* v. *Boston and Worcester Railway*, 4 Met. 49, 60, 61, unless the departments of service are so far independent as to have no privity with each other, not being under the control of a common master. And it was so decided in *Gillshannon* v. *Stony Brook Railway Company*, 10 Cush. 228. And it seems finally to be settled upon authority, that it is sufficient to bring the case within the rule, that the servants are employed in the same common service, as in running a railway or working a mine: *Wright* v. *New York Central Railway*, 25 N. Y. Ct. App. 562, 564, by Allen, J. The question is whether they are under the same general control: *Abraham* v. *Reynolds*, 5 H. & N. 142; *Hard, Admr.*, v. *Vermont and Canada Railroad*, 32 Vt. R. 473.

And there is no question that the master is responsible for any want of skill or care in employing competent and trustworthy servants, and in sufficient numbers; and in furnishing safe and suitable machinery for the work in hand, unless the servants knowing, or having the means of knowing, of the deficiency in furnishing proper help or machinery, consent to continue in the employment. And the neglect or want of skill of the master's general agent, employed in procuring help and machinery, is the act of the master: *Hard* v. *Vermont and Canada Railway Company, sup.*; *Wiggett* v. *Fox*, 36 Eng. L. Eq. R. 486; *Noyes* v *Smith*, 28 Vt. Rep. 59. Indeed this exception is recognised in most of the preceding cases. Many of the late cases upon the question have turned upon this point, the general rule having been regarded as settled beyond question for many years.

We are not disposed to question the extent of the exceptions to the general rule; and possibly any greater extension in that direction might essentially impair the general benefit to be derived from it. But we would be content to treat all the subordinates, who were under the control of a superior, as entitled to hold such

superior, as representing the master, and the master as responsible for his incompetency or misconduct. We should regard this as a more salutary rule, upon the whole, than the present one, but the general current of authority seems greatly in the opposite direction.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

PRIVY COUNCIL.

Feb. 21.

PAGE *v.* COWAJEE EDULJEE.*—This was an appeal from a judgment of the Supreme Court of Ceylon, reversing a judgment of the District Court of Colombo, in favour of the appellant (the plaintiff in the suit), and ordering judgment to be entered for the defendant (the respondent), with costs. The action was brought in the district court to recover the balance of a sum of £1,020, the amount at which a stranded ship called *Nova Scotian* was sold by the plaintiff, the master, and purchased by the defendant, under the following circumstances.

The *Nova Scotian* had arrived at Colombo in the month of December, 1862, and was lying there at anchor with a cargo of rice on board, when on the 18th of that month she was driven from her anchorage and stranded on the beach near the harbour.

Before her stranding, the *Nova Scotian* appears to have been worth £9,000, and she was under insurance for £7,000, but the plaintiff thought that her back had been broken by the stranding, and in his opinion it would have cost from £1,500 to £2,000 to get her afloat again.

Under these circumstance, the plaintiff caused two surveys to be held on the *Nova Scotian*, and acting upon the judgment of the surveyors, and under their advice he advertised her with her tackle and apparel for sale by auction on the 2nd and 3rd of January, 1863.

The sale took place on the days named. The property sold was arranged in sixty-eight lots, the vessel being the last lot in the catalogue, and was offered for sale separately from her sails, stores, spars, hawsers, and rigging, which were included in prior lots. The catalogue of sale was headed—"Catalogue and Particulars of the Sale of the Ship *Nova Scotian*, of Liverpool, 999 tons, built 1860, as she now lies stranded opposite the Racket Court, condemned on survey to be sold, on account and for the benefit of the concerned, with all her sails, stores, &c." The conditions of sale were printed at the foot of the catalogue, and were read out in the room by the auctioneer before the sale was commenced. By one of these conditions a deposit of 25 per cent. was to be made on each lot; by another, all goods were to be at the risk of the purchaser from the time of sale; and by a third, all customs duty was to be paid by purchasers. The defendant's son-in-law attended the sale, and, by his authority, bought several of the lots, consisting of the tackle, sails, spars, and other articles belonging to the vessel, and the vessel herself was afterwards knocked down to him at the sum of £1,020.

No memorandum was signed in the auction-room, either by the auctioneer or by the defendant's agent; but after the sale (whether on the same or a subsequent day does not appear) the defendant's son-in-law, on his part, and the auctioneer, on behalf of the plaintiff, signed a memorandum to the following effect:—"That Cowajee Eduljee declared the highest bidder for and purchaser of the ship *Nova Scotian* hereinafter described, at the sum of £1,020 sterling, at which sum he, the said Cowajee Eduljee, doth agree to become the purchaser accordingly, and also doth agree on his part to perform the conditions of sale, and, in consideration thereof, the vendors do agree to sell and convey the said vessel unto the said Cowajee Eduljee, his heirs and assigns, or as he shall direct, according to the before-mentioned conditions."

The conditions referred to in this memorandum (which were on the other side of the paper, varied from the conditions read out in the auction-room in these particulars:—Instead of a deposit of 25 per cent., the purchaser was to pay only 10 per cent. There was no condition that the goods were to be at the risk of the purchaser from the time of sale. The purchaser was to pay auctioneer's commission as well as customs' duty; and this important condition was added:—"Should the purchaser neglect or fail to comply with these conditions, his deposit-money shall be forfeited, and the sale may be enforced, or the vessel may be re-sold at the option of the vendors, and in case of a re-sale, the increase (if any) of the purchase-money shall be retained by the vendors, and the deficiency (if any) and all costs and expenses shall be made good by the defaulter at the present sale, and be recoverable as liquidated damages."

There was conflicting evidence as to whether these conditions were read out when the memorandum was signed. The defendant's son-in-law, who signed for him, stated in his evidence that he "signed the memorandum while it was lying on the table, and did not know what was underneath;" that "the only conditions which he knew anything about were those attached to the catalogue."

The defendant undoubtedly thought the sale was to be completed by his signing a memorandum upon the conditions contained in the catalogue, as appears from the fact of his having paid £250 immediately before the memorandum was signed, being a deposit of 25 per cent. upon the purchase-money, in accordance with those conditions.

It was also proved that when the £250 was paid a receipt was asked for, and the auctioneer replied that it was unnecessary, as the memorandum to be signed would be enough, a representation which would materially strengthen the belief of the defendant that the conditions contained in the catalogue were those to which his purchase was subject.

The defendant having received authority from the auctioneer, went himself to take possession of the vessel, and directed two anchors to be put out, to prevent her drifting further on the shore. On the 8th of January he received a notice from the Board of Health to discharge the cargo of rice, which had become heated and was occasioning a nuisance. This not having been done the Board proceeded to destroy the vessel by firing into her.

A bill of sale was prepared by the legal agent of the defendant, but before it was tendered for the plaintiff's signature, a demand was made upon him to deliver the certificate of registry to the defendant. The plaintiff refused to comply with this demand, on the ground that the vessel having become a wreck, it was his duty to give up the certificate to the collector of the customs for transmission to England, under the provisions of the Merchant Shipping Act, 1854.

On the 12th of January, 1863, the auctioneers, Messrs. Ledward & Co., wrote to the defendant the following letter:—"We have the honour to annex on the other side the particulars of the balance of our claim on account of the sale to you of the ship *Nova Scotian*, which we have been required to settle forthwith, and we must request you will enable us to do so this day. We hereby undertake, on account of Captain Page and ourselves, to complete the bill of sale when tendered."

To this letter the defendant replied on the 13th of January, "In answer to your letter of yesterday's date, I beg to inform you that the captain having failed to comply with his agreement and having sold the vessel under circumstances which led to its subsequent destruction, and being now, as you are aware, unable to carry out the agreement, I decline to pay the balance of the purchase-money, and shall look to you and the captain for the repayment of my deposit, and the damages which have occurred to me by reason of your default."

On the receipt of this letter, Messrs. Ledward & Co. wrote to the defendant on the 14th of January, in these terms:—"As in your letter of yesterday you decline to pay us the balance of the purchase-money for the hull of the *Nova Scotian*, and other articles purchased by you at public auction, we beg to give you notice that the same, after due publication, will be re-sold at your risk in terms of the conditions of sale."

The ship was accordingly again put up to sale and sold for £500, and the plaintiff brought his action to recover the difference between the original price and the sum realized upon the re-sale, together with the auctioneers' commission, the balance claimed after giving credit for the defendants deposit of £250 being £383 11s.

The libel of the plaintiff (to which was annexed the memorandum signed on the part of the defendant, and the conditions therein referred to, which the plaintiff prayed might be taken as part of the libel) alleged that the defendant agreed to purchase the hull of the ship *Nova Scotian* as she then lay stranded on the beach for the sum of £1,020, according to certain conditions thereunto annexed, and amongst them the stipulation that the purchaser should pay a deposit of £10 per cent. in part payment of the purchase-money, and should pay the remainder on the transfer deed being executed, but if the remainder of the purchase-money should not be paid, interest at 10 per cent. should be paid by the defendant until payment in full, but without prejudice to the right of the plaintiff (in case the defendant should fail or neglect to comply with the conditions) to treat the deposit money as forfeited, and to have the sale enforced, or to have the vessel resold, at the option of the plaintiff, in terms of the conditions of sale. The libel then alleged the payment by the defendant of the deposit of £250, his failure to pay the remainder of the £1,020, and the re-sale of the vessel in terms of the conditions of sale, and claimed the deficiency of the resale, together with all costs and charges attending the same, as liquidated damages.

The defendant's answer, in the only parts of it necessary to be noticed, consisted of—1. A denial that he "purchased the vessel on the conditions in the libel mentioned, for that the vessel was put up for sale on entirely different conditions, to wit, the conditions appearing in the catalogue. 2. That although the defendant was ready and frequently offered to pay the remainder of the purchase money, yet the plaintiff would not convey the vessel nor furnish the defendant with the necessary documents for the preparation of a legal conveyance. 3. That the plaintiff

* Present—Lord Chelmsford, Sir J. W. Colville, and Sir E. V. Williams.

had not at the time of the sale, and has never since had, the necessary power, right, and authority to sell the vessel or make a good conveyance thereof. 4. That the plaintiff since resumed possession of the vessel and offered the same for sale.

And the defendant prayed that the plaintiff's suit might be dismissed with costs, and the plaintiff be condemned in reconvention to repay the deposit of £250, and to pay damages to the amount of £1,000 for the loss of the profit and advantage which would have accrued to him from the vessel when repaired and floated, as well as from the loss of tackle, implements, and other articles belonging to the said vessel, and which have since become useless for that purpose.

The case was tried in the District Court of Colombo, witnesses being examined on both sides, and the judge ultimately decided all the issues in favour of the plaintiff. He found that the defendant purchased the vessel subject to the conditions annexed to the libel; that the plaintiff had authority as master to sell; that, as the vessel was sold as a wreck, the master was bound to forward her register to the Collector of Customs for transmission to the port of registry; and that it was not necessary for the defendant to have the certificate in order to enable him to prepare the bill of sale; and that the plaintiff was justified by the terms of the contract of sale in resuming possession of the vessel and selling her, and he ordered judgment to be entered for the plaintiff for £373 1s., being the amount which he claimed, less £10 10s., said to have been paid by him to counsel, which the judge thought he was not entitled to recover from the defendant.

Upon appeal by the defendant from this judgment to the Supreme Court it was set aside, and judgment ordered "to be entered for the defendant, with costs."

Watkin Williams appeared for the appellant.

Everitt for the respondent.

Sir E. V. WILLIAMS now delivered judgment.—The ground upon which the Supreme Court decided the appeal in favour of the defendant, seems to have been that, the plaintiff having founded his clam upon an agreement with conditions varying from those in the catalogue, in respect of their containing a clause of resale, and the court being of opinion that upon the facts proved the defendant did not enter into an agreement containing any such condition, the plaintiff having wrongfully repossessed himself of the vessel and resold her, had deprived himself of his right to recover the price from the defendant. The Supreme Court, therefore, must have been of opinion that there was a binding agreement for the sale of the vessel between the parties. If therefore the plaintiff had correctly stated his claim in his libel and had founded it (as he ought to have done) upon a sale according to the conditions read in the auction room, he would clearly have been entitled to judgment, unless any of the objections contained in the answer of the defendant would have been available as a defence.

Their Lordships agree with the Supreme Court in thinking that there was no agreement substituted for the one commenced in the auction-room and completed by the payment of the deposit, but they must express their dissent from the opinion expressed by the Chief Justice, that "if the defendant knowingly signed conditions which imposed the new obligation on him of paying any loss arising from a resale, such fresh agreement would be insufficient to maintain an action, being entirely without consideration," as under such circumstances the relinquishment of the first agreement would undoubtedly amount to a sufficient consideration. Their Lordships do not doubt that the contract completed by the payment of the deposit might have been varied by the signature subsequently of a memorandum inconsistent with it. Their opinion is founded on the particular circumstances of this case—the acceptance of the deposit under the terms of the conditions read out in the auction room, the silence of the seller on the subject of any changes in the conditions, and the abovementioned conversation at the time of the receipt of the deposit. If the plaintiff had properly framed his libel, precisely the same defences might have been set up as are now contained in the defendant's answer; and, therefore, in order to prepare the way for a decision upon the real merits of the case, it is necessary to consider the objections which the defendant has urged to the plaintiff's right to recover in the present action.

Taking these objections a little out of the order in which they are stated in the answer, the first to be considered will be, whether the plaintiff had power, right, or authority to sell the vessel. Upon this issue there seems to be no reasonable doubt that the plaintiff could convey a good title to a purchaser as against his owner. The vessel was lying stranded upon the beach, without the possibility of getting her off, except by the expenditure of a large sum of money. The plaintiff, not trusting to his own judgment alone, procured surveys to be made, and, proceeding upon the advice of the surveyors, determined to sell the vessel; a course which, it is reasonable to believe, the owner would have pursued upon a view of all the circumstances if he had been upon the spot. But supposing the plaintiff to have acted on a mistaken view of the necessity of the case, the defendant could not insist upon their being any implied warranty of title. The plaintiff sold the vessel in the special character of master, and not as owner, and acted upon a *bonâ fide* belief of his authority to sell. The vessel was advertised as a stranded vessel, and the defendant had every opportunity of examining her, and ascertaining whether she had been brought into such a condition as to give the master authority to sell her as a wreck.

The next point to be considered in the defendant's answer is the allegation that the plaintiff did not convey the vessel, nor furnish the defendant with the necessary documents for the preparation of a legal conveyance. This relates to the refusal of the plaintiff to deliver the certificate of registry to the defendant. According to the Ordinance, No. 5, 1852, passed in Ceylon, the law to be administered in this case is the law of England. Now, by the 58th section of the Merchant Shipping Act, where a registered ship is actually or constructively lost, the register is to be sent to her port of registry. The defendant could not, therefore, be entitled to demand its delivery to him, and to refuse to execute the bill of sale upon its non-delivery.

The next part of the answer which requires attention is that in which the defendant justifies his refusal to perform his contract, in consequence of the plaintiff having resumed possession of the vessel, and offered her for sale. It was upon this ground that the supreme court considered that the defendant was entitled to their judgment. If the plaintiff could have proceeded upon a sale on the conditions annexed to the libel, in which there was a power of resale, this defence would necessarily have been excluded; but even if he had rightly claimed upon the contract which took place in the auction room, it would not have been a sufficient answer to the action. In this case the vessel had been delivered to the defendant, and he was in complete possession. The act of the plaintiff in retaking and selling her was wrongful and entitled the defendant to bring an action of trover, but did not amount to a rescission of the contract. If, when the defendant declined to pay the balance of the purchase money, and altogether repudiated the agreement, the plaintiff had taken him at his word, and resumed possession without anything more being said, the case might have been different; but, instead of the plaintiff agreeing to take the vessel back, and rescind the contract, he gave express notice to the defendant that the vessel would be resold at his risk, "in terms of the conditions of sale." There is no case to be found in the books where, after a sale and complete delivery of a chattel, and the price not paid, the vendor's taking the property out of the purchaser's possession has been held to amount to a rescission of the contract. *Martindale* v. *Smith*, 1 Q. B. 389, and other cases have determined that, where there is an agreement to purchase property to be paid for at a future time, and the money is not paid at the day, the property remaining in the possession of the vendor, he has no right to sell it, and if he does, the purchaser may maintain trover against him. There may be cases where the vendor might sell without rendering himself liable to an action, as where goods sold are left in the possession of the vendor, and the purchaser will not remove them and pay the price, after receiving express notice from the vendor that, if he fail to do so, the goods will be resold. But the authorities are uniform on this point, that if before actual delivery the vendor resells the property while the purchaser is in default, the resale will not authorize the purchaser to consider the contract rescinded, so as to entitle him to recover back any deposit of the price, or to resist paying any balance of it which may be still due. If this is the case where the possession of property sold remains with the vendor, *a fortiori* must it be so where there has been a delivery, and the vendor takes it out of the possession of the purchaser, and resells it.

Their Lordships have thus entered fully into the various defences contained in the defendant's answer, in order to show that the merits of the case are entirely with the plaintiff; and that, if he had rightly conceived his action, he would have been entitled to recover; but he unfortunately has chosen to proceed upon a different contract from that which he established by proof. The Supreme Court rightly overruled the decision of the district judge, and held that there was no other agreement between the parties than the one which proceeded upon the conditions read out in the auction room. But, upon their view of the case, they ought to have directed a nonsuit to be entered, and not have given judgment for the defendant, much less a judgment which, according to the admission of the counsel on both sides, gave the defendant the whole of the damages claimed in his answer. As the matter stands before them, their Lordships are compelled to recommend to her Majesty that the judgment of the Supreme Court, and that of the district judge, be set aside, and a nonsuit be entered, and that there be no costs of this appeal on either side.

Judgment reversed.

Attorneys for the appellant, *Cotterell & Sons.*

Attorney for the respondent, *Thomas Clark.*

March 17.

RAMPERSHAD TEWARRY *v.* SHEOCHURN DOSS AND OTHERS.*—The suit out of which these appeals arose was brought by Rampershad Tewarry to enforce his claims against the other members of a joint and undivided Hindoo family. The com-

* Present—Lord Chelmsford, Sir James W. Colville, Sir Edward Vaughan Williams, and Sir Lawrence Peel.

mon ancestor of the plaintiff and the defendants was one Sheodut Tewarry, who lived at Jhoosee, a village on the Ganges opposite to Allahabad, and exercised there the functions of a Purohit or Priest. He died in 1802, and was not shown to have left any property except the house in which he lived, and the Huqq Purohittai, or Priest's fees, the right to which seems to have been hereditary. He left five sons, Gungapershad, Moona Loll, Radakishen, Deenanath, and the plaintiff Rampershad.

Radakishen died in 1840, leaving three sons, Buldeo Doss, Bhyronpershad, and Seetulpershad, all of whom were defendants below; but Seetulpershad had since died, leaving three infant sons, who were represented on the record by their mother and guardian.

Gungapershad died in 1846, leaving three sons, Sheochurn Doss or Loll Tewarry, the principal defendant below and respondent here; Bheekum Singh, a defendant below, who had since died without issue; and Bhugwan Doss.

Denanauth died in 1850 or 1851 without issue but leaving a widow, Mussumat Thookra, one of the respondents and a cross appellant.

Moona Loll, who survived Deenanauth, is dead; but there was some confusion as to the date of his death, but it appeared from certain circumstances that he was alive in April, 1857, and died between that month and June, 1858. Whenever he died, he left an only son, Sheopershad, a defendant below, who has since died, leaving two sons, the respondents Soorujpershad and Ramnath.

The evidence concerning the precise history of the family after the death of Sheodut was conflicting, but it was undisputed that for a considerable period between the years 1818 and 1848, the five brothers or their children carried on a flourishing banking business, on some terms of partnership or joint interest, under five different firms. Of these one was established at Jhoosee, the ancestral seat of the family, under the style of Moona Loll and Gungapershad; another at Agra, under the style of Radhakishen and Deenanauth; a third at Benares, under the style of Gungapershad and Rampershad; a fourth at Ghazeepoor, under the style of Rampershad and Sheochurn Doss; and the fifth at Mirzapoor, also under the style of Rampershad and Sheochurn Doss.

The Mirzapoor firm was under the management of the plaintiff Rampershad; and it was alleged by the defendants, though not admitted by the plaintiff, that about the year 1848 he separated himself from the rest of the family, appropriating to himself the assets and property of that firm; but there was no proof of a formal separation or dissolution of partnership at that date. About that time, however, there can be no doubt he was on bad terms with the other members of the family, and ceased to render the accounts of the Mirzapoor to the Jhoosee firm according to the course of business theretofore subsisting.

On the 23rd February, 1852, the adult members of the family other than Rampershad, executed a deed of partition, which stated that the five brothers had been associated in partnership in trade and banking since 1818; that the five before-mentioned banking firms had been established; that in 1848 Rampershad, who was at Mirzapoor, having taken as his share 1,16,197rs. 10a. in cash and houses situated at Mirzapoor, had separated himself, and ceased rendering accounts and correspondence in regard to the property in his possession; and that similarly, he having no concern with the firms of Agra, Jhoosee, Ghazeepoor, and Benares, the undersigned, being the partners of those firms, with a view to obviate future disputes and contests, had examined the accounts of the firms, and the property appertaining thereto, and found in cash 5,03,184rs. 8a., which they had amicably divided into four equal shares, each share amounting to 1,25,996rs. 4a., and had separated themselves. The deed than provided for the future division of some outstandings, which were to be held jointly until realisation; and for the division of certain boats, and the warehouses and shops there mentioned, but stated that the houses situated at Jhoosee were to remain in the joint possession of the four parties. The effect of this instrument was to exclude Rampershad from any participation in the property which was the subject of the partition, and to give a fourth share to Mussumat Thookra, as the widow and representative of Denanauth. This fourth share she afterwards, by an instrument dated the 7th of September, 1855, assigned to Sheochurn Doss.

The suit was commenced on the 4th of January, 1856, in the Court of the Principal Sudder Ameen, whence it was transferred to the Civil Court of Agra. The plaint claimed a one-fourth share of the property therein specified, giving credit for 1,16,197rs. 10a., the assets of the firm of Mirzapoor, in plaintiff's possession; and to set aside the deed of partition of the 23rd of February, 1852, and the deed of gift of the 7th of September, 1855.

The material questions in the cause were, whether the property of which a share was claimed, and in particular the property of the banking firms, was the joint and undivided property of the family; and consequently, whether, by the Hindu law, as it obtains in the north western provinces, the defendant Mussumat Thookra was incapable of taking a share of it; and further, whether, by his conduct in 1848, the plaintiff had effectually separated himself from the rest of the family, and had conclusively bound himself to take the assets of the Mirzapoor firm in full satisfaction of his share and interest in the joint concerns.

The Civil Judge of Agra, by an order of the 7th of March, 1857, referred these questions, as well as various questions of account, together with the partnership books, to two native assessors or commissioners; and upon their report of the 15th of March, as well as upon his own view of the evidence taken before him, he, by his decree of the 28th of March, 1857, determined both the before-mentioned questions in favour of the plaintiff, and awarded to him, in full satisfaction of his claims up to the date of the decree, the sum of 1,37,508rs. 5a., with subsequent interest to the date of realisation, and costs. For this amount all the defendants were made liable.

Against this decree there were four appeals to the Sudder Court. Two of them, viz., those of Mussumat Thookra and Sheochurn Doss, went to the merits of the suit. Of the other two, one was presented by Sheopershad as representing the interest of Moona Loll, and by the guardian of Bhugwan Doss, the infant son of Gungapershad; and the other was presented by the sons and representatives of Radakishen. Both of them were confined to the point that the appellants were improperly made liable for any part of the sum decreed to the plaintiff; since, upon his mode of taking the accounts, they would be entitled to more than they had received under the partition deed of the 23rd of February, 1852.

The Sudder Court, by its decree of the 9th of June, 1860, disposed of the appeal of Sheochurn Doss. They concurred with the court below in holding that the property in dispute was joint and undivided; that Mussumat Thookra, as the widow of one of the co-sharers, was not entitled to take a share in it; and, that the plaintiff had not forfeited his rights as a co-sharer by separating himself from the rest of the family in 1848. They held, however, that Mussumat Thookra was entitled to maintenance according to the scale proposed by the two native commissioners, to whom they had referred the case, and, that 15,000rs., must be set aside out of the divisible assets to provide for it. They further reduced the divisible assets by the amount of certain bad and irrecoverable debts and other items pursuant to the finding of the commissioners. And inasmuch as the plaintiff had failed to account for the profits of the Mirzapoor firm between the years 1848 and 1852, they charged him with interest on the principal sum for which he was accountable at 12 per cent. The amount was 55,280rs. The effect of this decree was to reduce the sum presently payable to the plaintiff to 17,478rs. 12a. 9, for which, having regard to the shares taken by him and by the other parties under the deeds of 1852 and 1855, they held Sheochurn Doss to be solely liable.

Pro formâ orders giving effect to this decree were passed on the same day upon the other three appeals.

The plaintiff brought the present appeal against these decrees, submitting that they should be affirmed in so far as they affirm the decree of the Zillah Court, and ought to be set aside, reversed, or varied, in so far as they vary or differ from that decree.

Sheochurn Doss and Mussumat Thookra, also presented cross appeals against the decrees below.

Rolt, Q. C., and *Leith*, for the appellant.

Sir R. Palmer, A.-G., *Anderson, Q.C.*, *Downing Bruce*, *Piffard*, and *Cave*, for the respondents.

Sir J. W. COLVILLE delivered judgment.—In dealing with these appeals we shall first consider whether both the Courts below were right in holding that the property in question was the joint and undivided property of the five brothers; and in deducing as a consequence from that finding that the plaintiff, notwithstanding his acts and conduct in 1848, was in 1852, the date up to which the accounts have been taken, entitled to one fourth share of it.

The case of the defendants and cross appellants upon the first of the points is that the partnership property was in no degree acquired by the use of ancestral property; that Denanauth left his native village to seek his fortunes some years after his father's death with nothing but his brass lotah or drinking vessel; that he took service with one Peeroo Mull, a native banker at Agra, that whilst in that service he realized a small capital by means of some private adventures; that with the capital so acquired and its accretions he established first the Agra and afterwards the other firms; that he associated with himself from motives of family affection first Radhakishen and Moona Loll, and afterwards the other two brothers; employing them in the business rather as dependants than as partners on an equal footing with himself; and that the property of the different firms, if not wholly the separate and self-acquired property of Denanauth, was nevertheless partnership property, to be dealt with according to the rules which regulate mercantile partnerships between strangers, and was not subject to the rule of Hindoo law, which excludes a widow from the succession to her husband's share of the joint property of an undivided family. If this contention be well founded, the plaintiff was entitled to at most a fifth share in the partnership assets, and when he brought his suit had received even more than his due in the assets of the Mirzapoor firm.

Before dealing with the evidence upon the question now under

consideration, it may be well to notice the arguments of the Attorney-General to the effect that the pleadings of the plaintiff are in fact inconsistent with the case on which he now relies, and tend to confirm that of the defendants. To show that the plaintiff did not sue as one of the co-sharers of a joint and undivided family, but as an ordinary partner, he relied on the phrase "The claim is brought in virtue of right of co-partnership" at the commencement of the plaint, and the use of the word "partnership" in other parts of the pleadings; and also on the circumstance that the plaintiff claimed only one-fourth part of Denansuth's share, whereas the Hindoo law of succession, which he was supposed to invoke, would have given him one-half of that share; inasmuch as by that law nephews cannot take by representation in competition with the surviving brothers of a deceased co-sharer.

Assuming the latter proposition to be correct, which their Lordships consider it to be, it shows only that the plaintiff has to some extent mistaken his rights, and claimed less than he might have claimed; for, looking to the whole scope of the pleadings, their Lordships have no doubt that the plaintiff's claim was really based upon his alleged rights as a co-sharer in a joint and undivided Hindoo estate, and that, as such, it was sufficiently well pleaded. [His Lordship here reviewed the evidence which had induced the committee to come to the conclusion that the property of the five brothers was joint in the Hindoo sense of that term, and continued—] And their Lordships see no sufficient grounds for dissenting from the conclusion to which the assessors and the Courts below also came, upon the question whether the plaintiff had effectually separated himself from the rest of the family in 1848.

This being so, the remaining questions for determination, with the exception of one touching the provision for Mussumat Thookra's maintenance, are those which arise upon the plaintiff's appeal, and involve the consideration of the deductions made by the Sudder Court from the amount awarded to him by the Zillah Court. Upon these points his Lordship stated that the committee were of opinion that the plaintiff was rightly made to account for the profits made by the Mirzapoor firm between the years 1848 and 1852; that the period of one week, which had been allowed the plaintiff by the Court below to furnish a fuller and better account, was not unreasonably short; and that, on his failing to do so, he was rightly charged with interest at the rate of 12 per cent. on the principal; and that, as the defendants were willing to accept that interest in lieu of profits, there was no ground for remitting the case to India for the purpose of re-opening the accounts. Their Lordships were also of opinion that the maintenance decreed to Mussumat Thookra was not excessive, and that no more precise provisions could have been made for its payment than were made by the Court below.

The order which their Lordships accordingly recommended her Majesty to make was that the cross appeals of Sheochurn Doss and Mussumat Thookra should be both dismissed with costs; and that, on the appeal of the plaintiff, the decree should be varied by the addition of the declaration that it is to be without prejudice to the rights of the plaintiff or of his representatives to claim, on the death of Mussumat Thookra, such share as he or they may be entitled to in the sum of 15,000rs., retained to provide for her maintenance; that, in other respects, the decrees appealed against should be affirmed; and that the appellant Rampershad should pay the costs of his appeal.

Cross appeals dismissed, and the decrees below affirmed with slight modifications.

Solicitor for the appellant, *W. A. Holcombe.*

Solicitor for the respondents Loll Tewarry and Mussumat Thookra, *W. D. H. Oehme.*

Solicitor for the other respondents, *Baker Smith.*

LORD CHANCELLOR.

March 24.

PICKERING *v.* THE CAPE TOWN RAILWAY AND DOCK COMPANY.—This was a motion to stay proceedings under an order made by the Lord Chancellor, pending an appeal therefrom to the House of Lords. Vice-Chancellor Wood had restrained the company from prosecuting an arbitration, and, on appeal to the Lord Chancellor, his Lordship discharged the Vice-Chancellor's order, the company undertaking not to act upon any award without the sanction of this Court. The present motion was to stay proceedings under this order of the Lord Chancellor.

Rolt, Q.C. (*Locock Webb* with him), for the plaintiff.

Sir H. Cairns, Q.C., Giffard, Q.C., and *Bedwell,* for the defendants, were not called on.

THE LORD CHANCELLOR said that this was not like a case where an order had been made for payment of money, but it was a question whether what he had considered the *prima facie* rights of the parties should be interfered with, pending an appeal. It would be very improper to do anything of the sort. The motion must be refused with costs.

Solicitors, *Rizon & Sons; Meyrick; Gedge & Loaden.*

LORDS JUSTICES.

March 23.

BROADWOOD *v.* METROPOLITAN DISTRICT RAILWAY COMPANY.—This was a motion on the part of the defendants to dissolve an injunction granted on the 22nd March by Vice-Chancellor Kindersley, restraining the defendants from entering on certain lands which they had contracted to purchase of the plaintiffs.

Glasse, Q.C., and *Bovill,* for the defendants.

Shapter, Q.C., and *Martineau,* for the plaintiff.

Ultimately it was arranged that an order should be made for payment of the purchase-money to the account of the plaintiffs with Messrs. Coutts; and that thereupon the injunction should be dissolved, and there should be a reference to chambers to settle the terms of certain agreements in case the parties should differ.

Ordered accordingly.

Solicitors, *T. K. Edwards; Burchell.*

MASTER OF THE ROLLS.

March 24.

PRICE *v.* PRICE.—In this petition the only disputed point was whether a testatrix, who had executed a power of appointment by her will in favour of the legal objects of the power, could validly superadd a condition, as to one of the objects of the power, by her codicil.

His Lordship, following *Carver* v. *Bowles,* 2 R. & M. 301, held that the superadded condition must be altogether disregarded.

Whitehorn and *Eddis* appeared in the case.

VICE-CHANCELLOR KINDERSLEY.

March 20, 21.

BROOKE *v.* HARLING.—This was a bill for the specific performance of a contract to sell a plot of land at Gomersal, in Yorkshire. The purchase-money was only £33; but inasmuch as buildings had been erected on it, it was of so much consequence to the plaintiff that he filed this bill. The contract was made in 1859, and matters went on smoothly till 1864, when the plaintiff being pressed for payment, and being unable to pay, agreed to pay interest. The defendant contended that he had given up the contract, and had accordingly sold to Joseph Walker, and the plaintiff was willing to pay the purchase-money to him. It appeared that the plaintiff's brothers-in-law were in possession.

John Pearson appeared for the plaintiff.

Bagshawe for the defendant.

KINDERSLEY, V.C., without hearing a reply, was of opinion that the plaintiff was entitled to a decree. There was nothing to show that the contract was given up, and Walker was aware of it, although the defendant stated that he was not. There must be the usual order, with a reference as to quantity, &c.

Solicitor, *Flower.*

March 21.

TOWNEND *v.* METCALFE.—This was an administration suit by the widow of the testator against the trustees, one of them having become bankrupt, and died and left no representative. Minutes had been agreed upon, with a reference to appoint new trustees.

Shebbeare and *Everitt* appeared for the parties.

KINDERSLEY, V.C., made the order.

WALKER *v.* LEA.—*Pemberton* appeared for the plaintiffs in this partition suit, the root of the title being an indenture of 1806, which proved itself. The plaintiff had purchased from the three grandchildren of the testator in the cause, who were jointly entitled.

W. Morris for the defendants.

KINDERSLEY, V.C., directed a reference to chambers in the usual way.

Solicitor, *Needham.*

EVANS *v.* WILLIAMS.—This case was before his Honour some time since on a summons, and was argued on the question whether certain parties were judgment creditors, and it was held that they were. It went back to chambers, and the chief clerk had now found who were the judgment creditors, and it came on on summons *pro formâ.*

Karslake for the defendant.

F. C. J. Millar, for a bond creditor, asked for his costs, although he had not been served.

KINDERSLEY, V.C., thought that he was not entitled to his costs.

March 22.

WHITMAN *v.* AITKIN.

Will—Legacy—Construction.

A gift to one, and "in case of his death before the same shall be actually paid or payable" then over, held not to vest the legacy until actually paid.

A testator, after disposing of other property, bequeathed

"to my nephew, David Maxwell Aitkin, £2,000, and in case of his death before the same shall be actually paid or payable," then to trustees in trust for such of his sons as should attain twenty-one, and his daughters who should attain such age or marry, and in case there should be no children of David Maxwell Aitkin as should attain a vested interest therein, then over. The testator died on the 2nd September, 1856, and David Maxwell Aitkin died about three months afterwards without issue, and before the legacy was paid to him.

Malins, Q.C., and *Speed*, on behalf of the administrator of the legatee, contended that the gift over did not take effect: *Cost* v. *Winder*, 1 Coll. 320; *Halifax* v. *Wilson*, 16 Ves. 168; *Collins* v. *Macpherson*, 2 Sim. 87; *Jones* v. *Jones*, 13 Sim. 561.

Coles, Q.C., Hinde Palmer, Q.C., Greene, Q.C., Lovcock Webb, and *Fisher*, for various parties interested, were not called upon.

The Vice-Chancellor said that the words were sufficiently clear to be literally taken, and declared those taking in default of issue entitled.

Solicitors, *West & King*.

VICE-CHANCELLOR WOOD.

March 19.

WOODS *v.* HIGHLEY.—This was a motion for an *interim* injunction to restrain the defendant from infringing the copyright of the plaintiff in certain duly registered engravings or drawings.

The plaintiff was the proprietor of a recently published book called "The Hatchet Throwers," which was illustrated by engravings from the drawings of a French artist, resident in this country, named Ernest Griset; and the defendant, who was a preparer and exhibitor of magic lantern shows, had, without communicating at all with the plaintiff, and without waiting for the consent of Ernest Griset, for whose consent he had applied, copied on glass slides and sold several of the engravings to be used in the magic lantern.

The defendant, who said that the whole profit he had made out of the copies amounted to only £2 or thereabouts, had offered to submit to a perpetual injunction, if the plaintiff would not ask for costs; but this offer was refused, and the present application was made.

Giffard, Q.C., for the plaintiff, stated the case.

Swanston, for the defendant, complained that the whole proceeding was most oppressive.

WOOD, V.C., granted the injunction on the usual undertaking.

Solicitors for the plaintiff, *Hare & Whitfield*.

Solicitors for the defendant, *Ashurst, Morris, & Co.*

March 24.

NUTT *v.* NUTT.—This was an adjourned summons.

David Nutt, the testator in this cause, died on the 28th October, 1863, having, by his will, left his business of a bookseller to his trustees, with a direction that, in case they should think it advisable to discontinue the carrying on of the business, the option of purchasing it should be given to his assistants, or some of them. In December, 1864, the trustees offered the business to Messrs. Edwards & Garmeson, the testator's two principal assistants, at a price to be fixed on by arbitration, telling them that they should have until the 1st February, 1865, to make up their minds on the matter. This proposal did not seem to have been acted on, and no definite arrangement had been come to between the parties. The trustees were still carrying on the business.

Seeley, for the assistants, claimed that they were now entitled to the option of purchase.

Daniel, Q.C., appeared in support of a cross-summons asking that the two assistants should be dismissed from the business altogether.

Willcock, Q.C., Giffard, Q.C., Frank Bush, and *Browne*, also appeared.

V. C. WOOD directed both summonses to stand over until an inquiry had been made as to whether the business should continue to be carried on by the trustees or not.

REVIEWS.

Questions founded on Lord St. Leonards' Treatise on the Law of Vendors and Purchasers. By T. BAKER MAY, Esq., Barrister-at-Law. London: Maxwell; Dublin: Hodges, Smith, & Co.; Edinburgh: Bell & Bradfute. 1865.

Archbishop Whateley, when referring to persons who had accumulated much knowledge, but in a non-methodical manner, says that they know the answers but not the questions. This statement of the most eminent logician of modern times reminds us of an anecdote respecting an elderly maiden who read much mechanically, and, having been lent a dictionary, read it completely through. When asked her opinion of this farrago, she replied that it contained a vast amount of useful knowledge, but was somewhat unconnected. A like remark is, perhaps, applicable to many students, not only of law, but of every department of knowledge. They heap together a great quantity of varied details in their memory, which, like the knowledge acquired by the lady referred to, being unstrung, easily slip from their recollection. When asked their opinion upon any point respecting which their studies ought to have, more or less, enlightened them, the much but ill-read student *taciturnior statud exit*, and can only seem more profound than ready. There is no better principle of study than that implied in the adage, *timeo hominem unius libri*. It is far better to master thoroughly one law book on principles, such as Blackstone, than carelessly to read through a whole law library. Mr. May appears to be fully aware of the value of a course of study such as we have recommended. He has, evidently, bestowed much pains on the compilation before us, and, certainly, any one who can answer all these questions must be admitted to have a very complete knowledge of the law of sales of estates, and, consequently, of the whole law of real property. The questions in the manual before us contain references to the passages in Lord St. Leonards' Treatise on Vendors, corresponding to the questions, so that those who wish to make themselves complete masters of the treatise could not do better than read it in conjunction with Mr. May's *brochure*.

Lord St. Leonards' work, however, is not by any means the best that could be selected by a student who wished to acquire a thorough knowledge of the principles of real property law. For this purpose the treatise on Vendors is vastly too much encumbered with details respecting the accessories, or what logicians would term the "separable accidents" of conveyancing. It is eminently a practitioners' rather than a students' book, and we have more than once already shown that the two qualifications are not readily to be combined. Mr. May, however, has done the task assigned him well, so that whoever can master the treatise on Vendors, as well as his questions, will approximate very closely, on this subject, to Archbishop Whateley's ideal of a sound scholar.

Stammering and Stuttering; their Nature and Treatment. By JAMES HUNT, Ph.D., F.S.A., F.R.S.L., F.A.S.L. Sixth Edition. London: Longman, Green, Longman, & Roberts. 1865.

It is not every person that is aware that there is an important distinction between stammering and stuttering. The former, however, is synonymous with a hesitation or faltering in speech; the latter consists of a frequent reduplication of the same syllables. A third defect, which is, perhaps, greater than either of these two natural deficiencies, though not noticed by the author, is affectation. Considering Mr. Hunt's able treatment of his own province, we are strongly disposed to think that the æsthetic imperfection we have referred to is even more difficult of cure than the physical defects on which Mr. Hunt has written. Nothing is more unbecoming, less effective, or, in fact, more disgusting, than to behold a tyro trying to palm off his fandango airs as the latest importation from Belgravia.

We altogether concur with Mr. J. S. Mill in considering that the best men of theory are *primâ facie* the best men of practice also. We state this because the work before us is so intimately conversant with the theory of the matter treated of in it, that this abstract method may lead to a prejudice respecting the practical powers of the author in treating the diseases on which he very classically dispatiates. The work indicates much ability on the part of the author, and is a very good guarantee that those who place themselves under his care will experience the treatment of a master.

Commentaries on the Criminal Law. By JOEL PRENTISS BISHOP, author of "Commentaries on the Law of Marriage and Divorce." Third Edition. Boston: Little, Brown, & Co. 1865.

The characteristics of this work are very similar to those of the author's commentary on the laws of marriage and divorce, of which we published a review some time ago. Both these treatises are likely to enjoy a lasting *status* on account of the philosophic outline and divisions which Mr.

Bishop imparts to all his compilations, as also on acccount of the great minuteness with which he investigates details. The only drawback to so many merits is the elaborate verbosity into which the author continually falls. He seems to have considered that if criminal jurisprudence is not a pure science, it ought to be so. Very many propositions, admitted by all the lay and all the legal who have attained the use of reason, are discussed by him *usque ad nauseam*. But, we must add, the usually concomitant fault of omitting lucid arrangement and appropriate corollation of parts is not attributable to the author. On the contrary, the philosophical and substantial merits of the work are very considerable indeed. Mr. Bishop is not thus unlike the writer of history referred to by Lucian, who told more of himself and his native country than was requisite in a historical treatise; but our author is so far different from the egotist of antiquity that, in the first place, he appears to love the dry intricacies of professional lore; and besides, whenever he does cry *veni, vidi, vici*, he really has put to flight some judicial phantom, or else thoroughly thrashed a substantial proposition of his own.

Austinese and Benthamite definitions of law assume to have completely superseded older notions of the essential meaning of the term. Mr. Bishop, however, of his own motion, defines it to be "the order of existence." But, as he allows human rules, even when they conflict with Divine laws, to be nevertheless laws, his definition is suicidal. For our part we consider the term law to have been, for practical adaptation to judicial systems, correctly defined by Blackstone, who regarded it, not in its ethical or utilitarian aspects, but simply as a positive precept from a superior to an inferior.

Mr. Bishop considers * that the common law of England extends to criminal as well as civil matters in the United States; yet, strange to say, the contrary has been decided in some of the States, in Ohio for instance, in *Key* v. *Nattier*, 1 Ohio, 132.

Chapter 4, which treats of "military and martial law," is especially interesting at the present time, not only to the Transatlantic jurist, but likewise, indeed, we may add, wherever the common law of England exists, so ably is it treated by the author. His exposition of it is very lucid and correct. He considered that, like the Roman dictatorship, it is to be resorted to only in cases of extreme danger to the constitution; but, as soon as such an emergency has occurred, it, in his opinion, supersedes all law during its continuance, though it should act with as close an analogy as possible thereto.

The author considers † that a statute cannot be repealed by a custom even in England. And, notwithstanding the numerous *dicta* to be found in our reports to the effect that user for a long period, contrary to the provisions of a statute, would raise a presumption that there was a lost repealing statute; just as the Courts have adopted the fiction of a lost grant in the case of the long enjoyment of a private right; we are not aware of any statute to which it has ever been applied, except certain sumptuary laws which have been allowed to fall into disuse, and one of the provisions of the statute of Hen. 5, regulating county elections.

Sir John Russell considers ‡ that as treason is justifiable on compulsion—a doctrine which even the astute Henry VII. had recognised by statute—so, *pari ratione*, the homicide of an innocent person is justifiable, if necessary for one's own preservation. Anything more extravagant cannot, we think, be stated in words. Such a doctrine negatives all morality, and if the greatest of crimes can be lawfully committed through alleged necessity, surely very slight degrees of compulsion are sufficent to excuse minor injuries to one's neighbour; for, as Cæsar observed, in the speech attributed to him by Sallust, there is no consistency in observing the law in a lesser matter and breaking it in a greater one.

Mr. Bishop indorses this opinion of Sir J. Russell, and endeavours to prove so wholly untenable a proposition by stating as an inference from it another doctrine admitted to be true. Dealing in this sort of *ex absurdo* fallacies is perhaps one of the best refuges of a criminal advocate, though, of course, unworthy of a text-writer.

Our author adds, with respect to a delinquent by compulsion, "Surely to save his own life he may take the other's property." Mr. Bishop means that a larceny of food by a person in danger of perishing from inanition cannot be criminal, as it flows from the former position. This position is independent, however, of that doctrine, and rests upon wholly different grounds, and has, moreover, never been recognised in this country, where, indeed, the circumstances could not arise which would call it into operation.

With respect to homicidal monomania, or in other words, a tendency to cut other people's throats, Mr. Bishop observes * —"If really a person is impelled by an unseen power, which he cannot resist, no court and jury, who believe this fact, will hold him guilty of a crime." For our part, we altogether deny the existence of the monomania referred to, no matter how numerously it may be indorsed by medical writers on criminal law. If it did exist, the gallows would, on Sir Charles Napier's principle, appear to be the best cure. It is really too monstrous to suppose that a person is, or can be, overpowered by his passion, without being at the same time culpable, or that any one is wholly free from every peculiarity of manner and disposition, except a thirst for blood.

In chapter 92 Mr. Bishop treats at large, and very ably, of "the doctrine of no second prosecution for the same offence." With reference to the maxim *nemo bis pro eadem causâ vexari debet*, to which the case of Charlotte Windsor has recently imparted so much interest, Mr. Bishop observes †—"Suppose, then, the Legislature should direct what the Court might as well do without the direction, that whenever the evidence should appear to the judge to be insufficient to convict, he should discharge the jury, without taking a verdict, and hold the defendant to answer before another jury, no protection against any number of trials, and any amount of harrassment would be afforded to prisoners, if the jeopardy of the constitution begins only with a verdict rendered." The "jeopardy" which, according to "the constitution" in America, and to ancient legal *placita* in England, is not to be undergone twice, begins, in Mr. Bishop's opinion, when the panel is full. It is, certainly, only on this supposition, or else on the theory that the jeopardy commences while the trial is being proceeded with, that the constitutional maxim referred to can be deemed to have much value in criminal law. However, the old maxims do not appear to be at the present day strong enough to maintain a principle of general jurisprudence against the risk of a failure of justice in a particular case.

We receive from Mr. Bishop the intelligence that the rules against champerty and maintenance are not popular at the present date with the United States tribunals. The author, however, treats of the doctrine ably,‡ and properly regards it as a subdivision of conspiracy. He holds (and his opinion would, it is exceedingly probable, be acted upon in such cases in the United States) that it is only when the suit is in some respect objectionable, when, in other words, it indicates a conspiracy, that the maintainer ought to be punishable.

As a set off, we suppose, to the doctrine that murder is justifiable when considered necessary to save one's own life, we find Mr. Bishop § laying down the sentimental proposition that "there are circumstances in which one is bound even to die for another." We are happy to say we have never met with such circumstances, and we altogether deny that "a mariner at sea should sacrifice himself to a passenger, when his services are not specially needed for the preservation of life." What will Jack Tar say to this?

In chapter 35, vol. 2, on larceny, we have definitions of every shade and variety, from Lord Coke, Blackstone, Hawkins, East, Grose, J., Eyre, B., Parke, B., and innumerable other sources. Mr. Bishop has omitted nothing that could add interest or utility to his treatise. The law of larceny in the United States appears to be identical with ours; it is treated by Mr. Bishop with his usual exhaustiveness.

Our examination of Mr. Bishop's treatise has been a pleasing task. It is a work of a class which does not often appear. Great learning and accuracy of statement characterise it throughout, and, though capable of verbal compression, it will, we have no doubt, immediately assume, and long maintain, an honourable *status* in the estimation of the practitioners in both countries.

* Page 36. † Page 197. ‡ Russ. on Crimes, Gren. ed. 664.

COURTS.

COURT OF CHANCERY.

(Before Vice-Chancellor WOOD.)

March 22.—*Hollis* v. *Turner*.—This was an application by the parties entitled to a fund in court, on which one

* Page 481. † Page 482. ‡ Vol. 2, cap. 14. § Vol. 2, p. 630.

William Turner was entitled to a charge, by way of life annuity, for payment out of the fund on the assumption that W. Turner was dead. The facts were peculiar, and somewhat romantic:—Some time in the year 1854 there might have been seen in the southern counties a man, gaunt and ill-favoured through want and neglect, and yet evidently something better than the common tramp, wandering along the country roads and lanes in listless idleness. Oftentimes to the marks of hunger he added those of disease. This man was a Mr. Wm. Turner, a person born of respectable parents, of good education, and not lacking in natural ability, but who was cursed with a roving and idle spirit. About the month of June, 1854, he turned up in the course of one of his wanderings at the house of Mr. Waller, at Guildford, a gentleman who was a friend of his family. He was then emaciated in the highest degree, and covered with loathsome sores. Mr. Waller relieved him, had his sores dressed, gave him food, and money wherewith to get a night's lodging; and, on parting with him, urged him both earnestly and affectionately to return to his friends and relatives. The only reply he obtained was a shake of the head and a faint "I shall never return again." That night William Turner left Mr. Waller's house, and was never seen again. Some weeks after this the body of a man, evidently long dead, and far gone in decomposition, was picked out of the River Wey. The usual means of seeking to identify the body were had recourse to. People came from many places to view the deceased, and at at length two young men named Etherington identified the corpse as that of their father. A jury was summoned, the facts found, the deceased interred, and Mr. Etherington the elder rested in his tomb. Years passed, Turner and Etherington the elder were alike in a fair way to be forgotten, when one day the last named gentleman astonished his family by suddenly appearing in their midst, not spiritually but in the very flesh. Naturally enough the sons expressed extreme surprise at seeing their father, but on his assuring them that "he had not been dead at all" they felt bound to accept his statement. The identity of the dead man of the River Wey thus again became an open question. Inquiries were set on foot, and it was found that before burial a necktie had been removed from the deceased which had apparently been torn in half, and further inquiries elicited the further fact that the other half of the torn neckerchief had long before been found in the bedroom at Guildford at which Wm. Turner had slept the night he last saw Mr. Waller.

Upon these facts *Eddis* now applied for payment out of the fund as above.

The Vice-Chancellor made the order.

(Before the MASTER of the ROLLS.)

March 15.—*Falconer* v. *Chatterton.*—This was a motion to commit Mr. Chatterton, one of the managers of the Drury-lane Theatre, for contempt of Court in publishing the bill and answer filed in the suit in the shape of a pamphlet, which he had sent to the chairman of the committee of proprietors of the theatre, the actors and actresses, and others.

The MASTER OF THE ROLLS suggested that the publication of a formal answer was not a contempt of which the Court would take judicial cognizance, and it was ultimately arranged that on the defendant undertaking not to circulate any other copies, no order should be made, and the costs should be costs in the cause.

The counsel engaged were Mr. *Southgate, Q.C.*, and Mr. *Hunter*, for the plaintiff, and Mr. *Jessel, Q.C.*, and Mr. *Downing Bruce*, for the defendant.

COURT OF ADMIRALTY.

(Before Dr. LUSHINGTON.)

March. 27.—His Lordship sat to-day, and will continue the sittings until Friday, when they will be suspended for the Easter vacation. It is expected that judgment will be given in the great Banda and Kirwee booty case about the commencement of the approaching term.

The "Chebucto."—Application by Lloyds' agents.—Mr. *E. C. Clarkson* applied in this suit for salvage services for an allowance to "Lloyds' agents" at Falmouth. The vessel had sunk at Falmouth Harbour, and had been recovered by the applicants.

Dr. LUSHINGTON said it was a novel case—the first that had occurred in that Court—and he must know more about it.

Mr. *Clarkson* apprehended that the gentlemen for whom he appeared could claim a salvage reward. All they required were the expenses they had incurred in recovering the property, and to which no complaint had been made, should be paid to them.

The Registrar (Mr. Rothery) thought the cause might have been for "necessaries," instead of for salvage services.

His LORDSHIP granted the order as prayed. As it was the first case of the kind, he wished to ascertain the manner in which it was presented.

Order accordingly.

ASSIZE INTELLIGENCE.

NORTHERN CIRCUIT.

LIVERPOOL.

(Before Mr. Justice MELLOR and Common Juries.)

March 16.—*Magnall* v. *Warr.*—This was an action for a breach of promise of marriage, brought by Miss Alice Magnall, of Eccles, against Mr. George Warr, a slate merchant, of Bolton.

Mr. *Brett*, Q.C., and Mr. *Richardson*, appeared for the plaintiff; and the *Attorney-General* for the County Palatine and Mr. *Baylis* for the defendant.

On the opening of the case the learned counsel on either side conferred and a verdict for the plaintiff with £300 damages was agreed to.

The *Attorney-General* observed that he hoped he was not taking on himself too great a responsibility, as his client was not in court and difficulties had occurred under such circumstances (alluding to the *Swinfen* case).

His LORDSHIP said—I have not thought very much of that case as a decision binding upon the profession.

Verdict accordingly.

GENERAL CORRESPONDENCE.

PAVY *v.* LAPOSTOLET.

Sir,—I have read the able report by Mr. Algernon Jones, contained in your last number, of the case of *Pavy* v. *Lapostolet*, tried by the Imperial Court of Paris, and I fully indorse your own remark thereon, "that this is but another instance of that insolent disregard for the comity of nations which has always been characteristic of French jurisprudence." I happen to know Messrs. Lapostolet & Co., the defendants, and can scarcely believe that they could be guilty of the act ascribed to them, and which Mr. Jones indulgently calls *une petite ruse de guerre*. Many people would call it a *swindle*. In a country where the press is gagged, it is not surprising that the courts of law commit any amount of iniquity, as they know that their conduct cannot possibly be brought to the bar of public opinion. There has been an effort made of late years to import tribunals of commerce into this country, but it is doubtful whether the parties at the head of the movement know anything of the unsatisfactory way in which they work abroad, or they would, no doubt, let well alone. As shown by the case of *Pavy* v. *Lapostolet*, it is impossible that commercial *unpaid* judges can enter into the merits of the numerous cases brought before them, and they, to a certain extent, delegate their authority to the *arbitre rapporteur*, who is accessible to both plaintiff and defendant, and is paid, and not unfrequently *bribed*, by them. When a point of law arises, as these judges are but tradesmen, and not lawyers, it is the *Greffier* (Registrar) of the tribunal, who is a barrister, who virtually decides the point. Now if this system works badly in Paris, it is a thousand times worse in the provinces. *There* the inhabitant of a different town *seldom* gets justice, but a foreigner *never*.

As instances of the gross injustice perpetrated by these Courts, I take the liberty of mentioning two cases, which completely put the one quoted by Mr. Jones into the shade, strong as it is. The first is the case of the English ship *Young Scaleby*, tried before the Tribunal of Commerce of Havre. That vessel was originally French, and called *La France*, belonging to Messrs. Arnold & Co., Paris. That firm fell into difficulties and became bankrupt. Previous to their bankruptcy they sold the said vessel to a Mr. Rogers of London, who took out an English certificate of registry, and the vessel then became *British* under the name of *Young Scaleby*. She then successively passed into several hands in this country, and ultimately took a cargo to Havre. Arnold & Co., at the time of their failure, owed

a Mr. Billette, underwriter of Paris, 500 francs, for premiums of insurance on the vessel when *La France, two years previous*, and Billette upon learning the arrival at Havre of the vessel, caused her to be seized for the debt, and the Tribunal of Commerce decided that the seizure was lawful, and that the vessel was still liable for the debt of a former owner, notwithstanding that she had long since ceased to be a French ship, and had passed into other hands.

The other case is that of *Vaucher* v. *Levavasseur*, decided by the Tribunal of Commerce of Rouen, and confirmed on appeal by the Imperial Court of the same place.

M. Levavasseur, the defendant, is a shipowner of Rouen, and the plaintiffs, Vaucher Brothers, are merchants at Hong Kong; they advanced the captain of defendant's vessel, *La Ville de Rennes*, about £1,000, on the presentation by him of a letter of credit signed by the defendant. Plaintiffs drew two bills on the latter to reimburse themselves for the advance, but they were protested for non-payment, and thereupon Vaucher Brothers brought their action, which they lost, the Tribunal ruling that *they (the plaintiffs) could not recover as they did not prove that the money advanced by them was spent upon the ship owned by the defendant.* Comment on such a judgment is useless, but it would not be difficult to fill a large volume with similar decisions, were it worth while to do so.

It is, perhaps, not generally known in this country that in France it is an axiom of law, *that justice is not due to the foreigner, but only to the native.* Consequently, one foreigner cannot sue another before the French courts, and that is, perhaps, also the cause why when an alien sues a Frenchman, or is sued by one, the French Courts of law show such a wanton contempt for the comity of nations. I fear, however, that this mode of administering justice is not confined to France, but that the same system prevails all over the continent.* One cannot understand, therefore, why the judges in this country should go so much out of their way as they often do to give effect to foreign decisions, however erroneous they may be. The Court of Exchequer most particularly has a leaning that way, as will be seen by the cases (amongst others) of *Cammell* v. *Sawell*, 8 W. R. 639; and *Castrique* v. *Imrie*, 8 W. R. 344, 9 W. R. 455. The Court of Chancery, on the other hand, seems disposed to vindicate the rights of British subjects, when they are attempted to be trampled upon by any foreign Court, as will be seen by the judgment of Vice-Chancellor Wood in the case of *Simpson* v. *Fogo*, 8 W. R. 407, and it were well if the common law judges followed the example.

March 22. AN OLD SUBSCRIBER.

SUMMARY PROCEDURE ON BILLS OF EXCHANGE ACT, 1855.

Sir,—By the Summary Procedure on Bills of Exchange Act, 1855, sec. 1, judgment is to be signed "for any sum not exceeding the sum endorsed on the writ, together with interest at the rate specified (if any) to the date of the judgment." I shall feel obliged by any of your correspondents informing me whether the "interest" here spoken of, is only applicable to interest when mentioned in the body of the bill (which is very unusual), or whether where it is not mentioned in the bill I am at liberty to endorse on the writ a claim for interest as in other cases, as follows:—The plaintiff also claims interest at £— per cent on £— of the above sum, from the date of the writ until judgment," and at the end of the "notice" after the words "to sign final judgment for any sum not exceeding the sum above claimed," also to add "together with interest at the rate specified."

The indorsements given in the schedule, and modified by R. G. M. 1855, do not provide for interest between the date of the writ and judgment, and such of the books of practice as I have met with are silent on the subject. H. W.

APPOINTMENTS.

JAMES C. COFFEY, Esq., Q.C., chairman of Leitrim, to be chairman of the county Derry, *vice* William Armstrong, Esq., Q.C., resigned.

JAMES CHUTE NELIGAN, Esq., Munster Circuit, to be chairman of Louth, *vice* W. Hemphill, Esq., Q.C.

W. HEMPHILL, Esq., Q.C., to be chairman of Leitrim, *vice* James C. Coffey, Esq., Q.C.

P. BLAKE, Esq., Q.C., to be Crown prosecutor for Mayo, *vice* William Armstrong, Esq., Q.C., resigned.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Friday, March 23.

CAPITAL PUNISHMENT.

The LORD CHANCELLOR laid on the table a bill to amend the law relative to capital punishment. He explained that the bill was intended to carry out, with some modifications, the recommendations of the Royal Commission.

HOUSE OF COMMONS.

Friday, March 23.

THE PROBATE COURT IN DUBLIN.

Mr. Serjeant ARMSTRONG asked the Attorney-General for Ireland whether the Irish government had been made aware of the repeated complaints of the judge of the Probate Court in Dublin, and the profession and jurors attending that court, as to its insufficiency and unwholesome condition: and whether the Irish government had considered their complaints, and had taken or recommended, or intended to take or recommend, any steps to remedy these inconveniences.

The ATTORNEY-GENERAL for IRELAND said such complaints had been made, and he believed they were well founded. The authorities had been in communication with the Commissioners of Works, and he was unable to give a more definite answer than that.

Pending Measures of Legislation.

LEGITIMACY DECLARATION, &c.

Preamble.—Whereas doubts have been entertained whether on petitions for dissolution of marriage under the Act of the 20 & 21 Vict. c. 85, or on petitions under the Legitimacy Declaration Act, 1858, the parties, or any of them, may insist on the truth of contested matters of fact being determined by the verdict of a jury, and it is expedient to remove such doubts: be it enacted by the Queen's most excellent Majesty, &c.

It is hereby declared that on any petition for dissolution of marriage under the said Act of the 20 & 21 Vict. c. 85, and on any petition under the Legitimacy Declaration Act, 1858, the parties, or any of them, are entitled as of right to demand, and on such demand the Court shall direct the truth of all contested matters of fact shall be determined by the verdict of a jury.

PROVINCES.

THE PATENT LAW REFORM ASSOCIATION.

In connection with this Association a meeting was held at the Town Hall, Manchester, on the 20th, Mr. W. FAIRBAIRN in the chair. The object was to adopt a petition to Parliament suggesting improvements in the law relating to letters patent for inventions.

The CHAIRMAN read letters from gentlemen interested in the proposed alterations. The first communication was from Mr. Webster, Q.C., who suggested the adoption of a memorial to the Lord Chancellor as well as a petition to Parliament. The second letter was from Mr. R. M. Pankhurst, sending a report of the sub-committee which had sat so often on the subject of patent law amendment. The recommendations of the committee were, he said, mainly directed to the following points:—1. The imposition of conditions precedent to the grant of patents in the way of examination and otherwise, in order that only such patents should be granted as ought to exist. 2. The establishment of stringent regulations, in order to secure the precise definition of the nature of the invention, involving complete accord between the provisional and complete specifications. 3. The imposition of conditions precedent to any litigation, whereby the litigants may be compelled, before hearing in court, to reduce to plain and simple terms the precise points in

* We have no reason to think that this is so. German and Italian jurists, at any rate, recognise the obligation of foreign law, which is expressly denied in France.—*Ed. S. J.*

dispute.* 4. The trial of patent causes before a judge with an assessor, but without a jury. 5. Rendering the grant of licences under certain equitable conditions compulsory, by which arrangement the weight of the objection raised against patents as obstructive may be removed.

The CHAIRMAN said every gentleman interested in this subject would be fully aware that the alterations made in the patent law in 1852 had been a great boon to the country. As compared with the old law, those alterations were highly advantageous. However, a commission had inquired into the working of the law, and from the contradictory statements of the witnesses examined, many of the commissioners felt that it ought to be repealed altogether. He (the Chairman) was not of that opinion. The patent law was a most decided advantage to every person in the country; while it benefitted the public at the same time it ensured protection to the inventor. One of the recommendations appended to the commissioners' report was that every application for a patent should be investigated by paid assessors, for the purpose of ascertaining whether a similar patent had been granted before; whether, in fact, the invention was actually new. That was a very important recommendation, and one which, if carried out, would work well, provided the assessors were gentlemen fully competent and they received liberal salaries. With regard to trials, the commissioners were of opinion that the present mode of trial by jury was attended with difficulty, and led to nothing but litigation and vexation to the litigants and Court, besides being unsatisfactory to the public. It was, therefore, proposed by the Association that a new and entirely distinct tribunal should be appointed, that the trials should be before the judge, that there should be no jury, and that the judges should be assisted by assessors. Then, with regard to granting licences, the commissioners were of opinion that no compulsion should he resorted to, but that the inventor should be allowed to use his discretion. The commissioners recommended also that patents ought not to be granted to importers of foreign inventions. That would save a deal of trouble and vexation. The commissioners recommended also that patents might not be renewed, but should be granted for fourteen years. He (the Chairman) was of a different opinion. Many inventions required more time than others to be matured and made useful, either to the inventor or the public.

Mr. E. S. HUGHES read the draft of the petition.

Mr. Alderman CURTIS moved the adoption of the petition to both Houses of Parliament. The motion was seconded by Mr. M'NAUGHT, and passed.

It was resolved, on the motion of Mr. ASTON, seconded by Mr. W. HIBBERT, that Lord Brougham should be requested to present this petition to the House of Lords, that Mr. Bazley, M.P., be desired to present the same to the Commons, and that Mr. E. James, M.P., should be asked to support its prayer.

Thanks were voted to the Chairman at the close of the meeting.

IRELAND.

LAW OF LANDLORD AND TENANT.

At the meeting of the National Association, Dublin, on Tuesday week, Mr. Maguire's Land Bill was under consideration.

A letter from the O'Donoghue declared the bill to be utterly worthless. The association however adopted it as the minimum that should be accepted. We trust that it will turn out to be more than the maximum that can be obtained.

BAR ETIQUETTE.

At the Cork Assizes an application was made to the Lord Chief Baron, under the following peculiar circumstances:—The Commission for the County of Cork is opened several days before that for the City, in order that the country jurors may be detained in town only for the time necessary for the despatch of the County business. The Bar have a rule requiring briefs in such records to be delivered to Counsel before the sitting of the Court on the day after the opening of the Commission, and notice to that effect is always posted on the door of the bar room. It appeared that the record in a case of *Desmond* v. *McSwiney* was duly lodged on Thursday, the 15th, at noon. Up to the sitting of the Court on the next morning no brief for the defendant was given to counsel. Subsequently it was stated that briefs had been sent from Dublin to an agent of the attorney in Cork, for delivery to counsel; but through some fatality were not so delivered; and on their being offered to counsel on the same day, but after the time fixed, the question was submitted to the bar, who decided that no member of the circuit could take the briefs. Counsel on the part of the defendants moved that the venue should be changed from the county to the city. The motion was resisted on the grounds of want of proper notice, and the rule of the bar was brought under his lordship's notice.

The Chief Baron put the plaintiff under terms, either to consent to the change of venue, or that the trial should be postponed without costs.

A meeting of the members of the Munster Bar at Cork has been called to consider whether any counsel shall be permitted to receive the briefs in the case as a city record, inasmuch as the change of venue must be considered as an evasion of the bar rule.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

CIRCUIT COURT OF THE UNITED STATES, SOUTHERN DISTRICT OF N. Y.

SHELDON & Co. *v.* H. O. HOUGHTON.

Goodwill in publication of the Works of Foreign Authors.

Although the custom prevails among the publishers of the United States to refrain from publishing rival editions of the works of popular foreign authors, of which no copyright can be had under United States laws, and through such custom a "goodwill" arises which becomes valuable, and often is made a subject of transfer and sale among the trade, Held, that such custom is not a legal custom upon which any title of property can be predicated or recognised in law, nor will a court of equity take cognizance of such "goodwill," as partnership assets.

In Equity.

The bill set forth "that by the custom of the trade of booksellers and publishers in the United States, where any person or firm engaged in that business has undertaken the printing, publication, and sale of a book, not the subject of statute copyright, and has actually printed, published, and offered an edition of such book to the public for sale, other persons and firms in the same trade having respect to the trade priority so acquired in the publication and sale of such books, or the particular edition thereof, refrain from entering into competition with such publisher by publishing such book in a rival edition, and thereby, and by reason and operation of the custom aforesaid, the publication of such book becomes a goodwill in the hands of the person or firm so first publishing the same; where such book is one for which there is an extensive popular demand, and especially in the case of foreign authors of established reputation whose works are not the subject of statute copyright in this country, and that such goodwill is often very valuable, and is often made the subject of contracts, sales, and transfers among booksellers and publishers."

It was also averred in the bill "that such custom is a reasonable one, and tends to prevent injurious competition in business, and to the investment of capital in publishing enterprises that are of advantage to the reading public."

The bill then set forth "that prior to the year 1861, one O. W. Wright projected the publication of a uniform edition of the works of Charles Dickens, a distinguished author of Great Brittain whose works are not the subject of statute copyright in the United States, and who is an author of great reputation in the United States as well as Great Britain, but whose collected works had not at that time been printed, published, and sold in the United States in a uniform edition and in the style projected by said Wright. That the said Wright contracted with W. A. Townsend & Co., for the publication of the edition aforesaid of the works of the said Dickens, and with Henry O. Houghton, the defendant herein, for the manufacture of stereotype plates from which to print the same; that one James G. Gregory succeeded to the business of W. A. Townsend & Co., and that subsequently, and some time prior to the 27th of December,

* This is supposed to be the object of pleading, and it is not easy to see how that is to be legislatively simplified. The late attempts thereat have not been very successful in any but the most ordinary cases.—ED. *S. J.*

1861, the said Wright sold and transferred to the said defendant, the goodwill and right of publication under the custom of the trade, of the edition aforesaid."

The bill then set forth a contract executed between the plaintiffs and defendant, dated December 27, 1861, whereby, in consideration of certain advantages, the defendant agreed to give the plaintiffs the exclusive right to publish the said work for the term of three years from the date, and thereafter, until one party shall have given to the other one year's notice in writing, signifying their wish to annul the contract. At the time this contract was entered into, a number of volumes of the edition had been published and offered for sale, part by Townsend & Co. and the rest by Gregory; but the remaining works of the series, amounting to thirty volumes, had been published and offered for sale by the plaintiffs, who had also, since making said contract, published and sold the original volumes put forth by Townsend & Co. and by Gregory. The sales of all the volumes appeared to have been large.

It was averred that, by force of this contract between the plaintiffs and defendant, they became partners in the business of publishing this edition; that the goodwill and right of publishing, under the custom of the trade thereby became partnership property; that an illustration was engraved expressly for each volume, and copyrighted by Houghton; that these copyrights, by the contract, were agreed to be transferred to the plaintiffs, and that they were equitable owners of them in trust for the partnership. That, by reason of the exertions of the plaintiffs, the goodwill of said edition and the right of publication thereof, according to the custom of the trade, had become of much greater value than before the same became partnership property, and capable of being sold to others in the trade for the sum of 30,000 dols.

The defendant gave the notice provided for in the contract for its termination on the 27th December, 1864, whereupon the plaintiffs filed this bill for an injunction to restrain him from putting an end to the contract, and moved "for the appointment of a receiver to continue the manufacture, publication, and sale of the books until the final hearing of the cause;" and that "the business of publishing the said books should be continued as theretofore, under such receiver, until the final hearing of the cause, or the further order of the Court, and an injunction."

SHIPMAN, J., delivered judgment.—This is a case of novel impression. I am of opinion that it cannot be sustained either upon principle or by the application of any of the authorities submitted on the argument, or by any which I have been able to discover, after a somewhat diligent search. A full discussion of the vital points in the case will not now be attempted, and I shall therefore confine myself to a brief notice of such features of it as will disclose the grounds on which this motion is refused.

This bill and motion are sought to be grounded on the principles which govern courts of equity in dealing with the assets of a partnership at its dissolution, and the question whether or not the contract between the parties to this suit amounted to a partnership or not, was discussed at length on the argument. I will assume, for my present purpose, that there was a special, limited and peculiar partnership established between the plaintiffs and defendant in the enterprise set forth. The question then arises, what are the partnership assets upon which this Court can bring its power to bear for the purpose of protecting the interests of the parties thereto? As there is no question raised as to the rights of the creditors of the partnership, the whole controversy relates to the alleged conflicting interests of the members of the firm among themselves. This Court can deal only with the assets which belong, in law or equity, to the partnership. What are they? I do not find from the contract, or from any evidence in the cause, that the partnership acquired any title, either legal or equitable, to any corporeal property about which any dispute has arisen. The stereotype plates, from which the illustration are printed, and the copyrights thereto, I think, are clearly the sole property of the defendant, and all right in their use, in the interests of the plaintiffs, must cease on the 27th December, 1865, when the partnership expires. Laying out of the case the question touching what is called the "goodwill," I see no ground upon which it could be insisted that the partnership acquired any kind of a title to, or interest in these plates and copyrights beyond the right to have them used for the term fixed by the contract in carrying out the enterprise. The only asset, then, which can in any view be supposed to belong to the partnership about which there is any controversy, is this species of incorporeal property called goodwill. If anything which can be called, in any legal sense, property, was transferred to this partnership it must have been that incorporeal right of publishing this edition of Dickens, founded upon the custom of the trade to forbear competition. No coporeal property was embraced in this supposed transfer by the terms of the contract, and none could adhere to it as an incident. Goodwill may adhere to or spring out of corporeal property, or a business having a locality or establishment, but I think it would be new doctrine to hold the reverse, and treat the material property or establishment as an incident of the goodwill. Goodwill must always rest upon some principal and tangible thing, locality, trade, or commercial establishment, and it has therefore been held that it can never arise as an asset of a partnership where the members only contribute as capital their professional skill and reputation, however intrinsically valuable these may be.

Now, what is this alleged goodwill in the present case, which this Court is asked to treat as property, and for the preservation and beneficial sale of which its power is invoked to continue the operation of this contract beyond the time fixed by its terms? It confessedly rests upon no right conferred by statute. It certainly rests upon no common law of the country, recognised and administered by judicial tribunals. It rests upon no locality or material partnership property. If it has any foundation at all, it stands on the mere will, or, as it is termed in the bill, the "courtesy," of the trade in forbearing competition. True, it is called by the plaintiffs a "custom," of the trade, and alleged in the bill as a "reasonable custom." But I apprehend it is very far from being a legal custom furnishing a solid foundation upon which an inviolable title to property can rest, which courts can protect from invasion. It can, therefore, hardly be called property at all—certainly not in any sense known to the law. It may be an advantage to the party enjoying it for the time being, but its protection rests in the voluntary and unconstrained forbearance of the trade. I know of no way in which the publishers of this country can re-publish the works of a foreign author, and secure to themselves the exclusive right to such publication, in any form of edition, except so far as new matter or illustrations are incorporated into it, and thus, to that extent, such works are made a subject of copyright. The ornamental designs of the binding or dress of the volumes might possibly be protected. But nothing relating to the edition can come under the protection of the law, except what is new and original, and covered by copyright or letters patent. For this Court to recognise any other literary property in the published works of a foreign author would contravene the settled policy of congress, and be an attempt to enter the field belonging exclusively to the National Legislature. Of the wisdom of our legislative policy I have nothing to say here. This alleged goodwill, therefore, rests upon no legal foundation, and consequently is not a partnership asset possessing any legal value. The books were printed by the defendant at his printing establishment in Cambridge, Mass., and published and sold by the plaintiffs at their book store in New York; but neither of these establishments are partnership assets which this Court can decree to be sold, and thus convey with them a goodwill in the ordinary sense in which that term is regarded as descriptive of property. The only thing the Court could decree a sale of, would be this peculiar advantage called the goodwill of the trade toward this particular edition. If this Court were to appoint a receiver, he would have nothing to take but this peculiar incorporeal right or advantage, and should the business be continued under this contract for a period of years, the receiver would take nothing else, as there is nothing else belonging to the partnership which the parties are not agreed between themselves to take, without the interposition of the Court. At the end the Court could decree the sale of nothing else. The buyer would take nothing valuable but what he would be entitled to before, except the negative advantage of having the parties to this suit enjoined against the further use of the implements or materials by which this edition has been produced. This the Court would not do if it had the power, because it would tend to destroy the property. As it could not compel the sale and transfer of these implements and materials to the purchaser of the goodwill, but only forbid their further use by the defendant, its decree would be only productive of mischief to the defendant and the public, without conferring any benefit upon these plaintiffs; for the sale

of this advantage called goodwill, would bring nothing, as it would be worth nothing.

The motion is therefore refused.

FRANCE.

Law of Burials.

The French law requires the burial of a deceased person to take place at the outside thirty-six hours after the decease. A petition was laid last week before the Senate pointing out that the delay was insufficient, that there were many cases of "suspended animation;" and, to avoid the risk of being buried alive, urging some modification of the law. The representative of the Government, M. Rouland, and the Vicomte de la Gueronniere, opposed the prayer of the petition, and it no doubt would have been consigned to the waste paper basket, had not the petitioner found an unexpected supporter in the person of Cardinal Donnet, Archbishop of Bordeaux. It seems that this prelate upwards of forty years ago, soon after he had taken orders, fell into a kind of trance, which, although he retained consciousness, all those about him mistook for death. The doctor regularly certified to his decease, he heard and felt the carpenters taking the measure for his coffin, he witnessed, without being able to move, his own funeral service, but luckily awoke in time. He, therefore, warmly supported the prayer of the petition, which was thereupon referred to the Government, in the hope that means would be taken to render impossible the recurrence of such fearful mistakes. There can be no doubt that a great many people are literally put to death by being interred while only in a trance. As Moliere has put it—

"Qui tôt ensevelit bien souvent assassine.
Et tel est cru defunt qui n'en a que la mine."

A well known anatomist (Bruhier) specifies 131 cases of premature burial, but some of them are sensational. There are several historical instances—among them that of a Spanish nobleman, who was aroused from his lethargy by the point of the knife of Andrew Vesale, as his body was on the point of being laid open; there is also the tradition of Cardinal Espinosa having seized hold of the bistoury after a crucial incision had been effected on his stomach. But even at the present day a well known practitioner estimates that about ten people per annum are thus consigned to their last resting place whilst full of life. If, as in the case of Cardinal Donnet, they retain consciousness, it is difficult to imagine death under a more appalling form.

Foreshore Rights.

An important decision has just been given by the Civil Tribunal at Caen, concerning the freedom of the sea-shore. The question was to decide as to whether the State had the right to let to a commune, and the latter to a private individual, the exclusive right of establishing bathing machines on the strand. Under the old Roman law the shores were considered as common to all, and it is in that sense that the Court at Caen has now decided, annulling a lease granted by the State to the commue of Langrune, and by the latter to a person named Roussell. Henceforth the right of occupation will remain with the first comer. Considerable sums have been paid for the privilege, and that of Trouville produces, it is stated, as much as 40,000 francs a-year.

ITALY.

Marriages of Priests.

M. Erdan, the Naples correspondent of the Paris *Temps*, mentions that several priest have declared their intention of marrying under the authority of the new civil law which came into operation on the 1st of January.

He cites a particular case in the following terms:—"On the 19th January a priest named Pasquale di Francesco, of Caserta, aged 46, presented himself before the vice-syndic of the Montecalvario district prepared with all necessary papers for marriage, and reqested to be united to Seraphina Velardi, of Naples, aged twenty-seven. The vice-syndic did what the municipal authorities of Genoa had done under similar circumstances—he decided that owing to the doubtful character of the case he must refer to the tribunals. The Neapolitan judges thoroughly discussed the question. There was strong opposition to the marriage, but finally the formal opinion of Signor Miradelli, the attorney-general, prevailed, and the following reply was given to the vice-syndic of Montecalvario:—First. That every person presenting himself under the conditions required by section 2 of chap. 1, heading V., of the Civil Code, may and ought to be allowed to contract marriage. Second. That no restriction whatever being indicated either explicitly or implicitly with respect to persons bound by ecclesiastical vows, Pasquale di Francesco had the right to marry like every other citizen. In conformity with this decision the priest Pasquale di Francesco was married at Montecalvario on Monday, the 29th January."

Mr. Erdan adds that the Italian Government does not seem to have interfered in the matter, as a dicision exactly the reverse of the above has been given at Genoa.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on Tuesday, the 27th March inst., Mr. G. Sangster Green in the chair, the following question was discussed:—"Is it desirable that Government should advance money on loan for the purpose of improving the dwellings of the poor." The question was opened by Mr. Buckland, in the affirmative, in which way it was ultimately decided.

ARTICLED CLERKS' SOCIETY.

At a meeting held at Clement's-inn Hall on the 28th instant, with Mr. Colyar in the chair, Mr. Mead moved:—"That it is not undesirable that the circumstances attending great crimes should be discussed by the public press previously to trial."

Mr. P. W. Drummond opposed, and the motion was ultimately carried in the negative by the casting vote of the chairman.

LAW STUDENTS' JOURNAL.

INTERMEDIATE EXAMINATION.

The examiners have appointed Thursday, April 26, 1866, for this examination. Candidates must attend on that day at half-past nine a.m., at the Hall of the Incorporated Law Society. The examination will commence at ten o'clock precisely, and close at four o'clock.

The regulations, &c., under which the examination is held, has been given already in our columns, *ante* p. 169.

FINAL EXAMINATION.

The examiners have appointed Tuesday, 24th, and Wednesday, 25th April, 1866, for this examination. Candidates must attend on those days at half-past nine a.m., at the Hall of the Incorporated Law Society. The examination will commence at ten o'clock precisely, and close at four o'clock.

The regulations, &c., under which the examination will be held, will be found *ante* p. 169.

COURT PAPERS.

CHANCERY VACATION NOTICE.

During the Easter Vacation, 1866, the chambers of the Vice-Chancellor Sir William Page Wood will be open on the following days, viz., the 4th, 5th, and 6th of April, 1866, from eleven till one o'clock.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

Last Quotation, March 28, 1866.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 86¾	Annuities, April, '85 13¼
Ditto for Account, Ap. 5—86¾	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 84¾	Ex Bills, £1000, 3 per Ct. — dis
New 3 per Cent., 84¾	Ditto, £500, Do. — dis
Do. 3½ per Cent., Jan. '94 —	Ditto, £100 & £200, Do. 10 dis
Do. 2½ per Cent., Jan. '94 —	Bank of England Stock, 5½ per Ct. (last half-year)
Do. 5 per Cent., Jan. '73 —	Ditto for Account, —
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74	Ind. Enf. Pr., 5 p C., Jan. '72 103
Ditto for Account, —	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '70, 102½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66,
Ditto 4 per Cent., Oct. '88	Do. Bonds, 4 per Ct., £1000, — pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, — pm
Ditto Enfaced Ppr., 4 per Cent. —	

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	92
Stock	Caledonian	100	128 xd
Stock	Glasgow and South-Western	100	119 xd
Stock	Great Eastern Ordinary Stock	100	40½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	122½
Stock	Do., A Stock*	100	139½
Stock	Great Southern and Western of Ireland	100	91
Stock	Great Western—Original	100	59⅝
Stock	Do., West Midland—Oxford	100	41
Stock	Do., do.—Newport	100	36
Stock	Do., do.—Hereford	100	102
Stock	Lancashire and Yorkshire	100	120½
Stock	London and Blackwall	100	88
Stock	London, Brighton, and South Coast	100	96
Stock	London, Chatham, and Dover	100	39
Stock	London and North-Western	100	122
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	64
Stock	Metropolitan	100	133¾
10	Do., New	£4:10	2⅞ pm
Stock	Midland	100	123¾
Stock	Do., Birmingham and Derby	100	94
Stock	North British	100	57½ xd
Stock	North London	100	124 xn
10	Do., 1864	5	7 xn
Stock	North Staffordshire	100	74½
Stock	Scottish Central	100	152
Stock	South Devon	100	52
Stock	South-Eastern	100	74¼ xd.
Stock	Taff Vale	100	143
10	Do., C	3	3¼ pm
Stock	Vale of Neath	100	102
Stock	West Cornwall	100	53

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There has been great activity in discount circles, and the rates in the open market indicate something like pressure. The demand has been both from the provinces and London houses. Short-dated acceptances are negociated at 5⅛ per cent., and the general rate for bills is 6 per cent.; loans on Government Securities range from 5½ to 6 per cent. There was no money on Wednesday at the Stock Exchange on offer for short loans.

Consols have fallen in value another ¼ per cent., not in consequence of any political intelligence, but owing to a very heavy sale of stock on private account. At the bank's monthly settlement the account was unusually onerous. The tendencies of foreign bonds and shares are downwards, and in all the other departments of the house there has been a still further general depreciation, chiefly owing to the settlement of the account.

There has been some depression in the Paris Bourse also, and the latest quotations of the *rentes* showed a decline of ¼ per cent. American securities continue very dull. Bank shares are a fraction lower, and in the miscellaneous market a general decline has also taken place. English railway shares are very dull; but foreign and colonial railway shares show more firmness. The prices of credit and finance shares are irregular. Turkish securities are steady. Greek, dull. Mexican, heavy. Indian, flat. The shares of joint-stock banks remain in *statu quo*.

The failure of the Joint Stock Discount Company led to a sort of panic respecting all finance companies, but the alarm has, as we anticipated last week, subsided.

The directors of the Bank of Turkey (Limited), intend resuming their application to the Stock Exchange for a settlement and quotation. The share certificates will be ready for delivery in exchange for the banker's receipts on and after the 31st instant. A petition to wind-up this company was recently presented to the Master of the Rolls by a shareholder, said to be a member of the Stock Exchange; but his Lordship dismissed it on the ground that the company had not had sufficient time for trial. His Lordship is generally indisposed to allow the winding up of a limited company, until it has had an opportunity of entering on its allotted career. We recently published the rules his Lordship has laid down with respect to costs in such cases.

ACTION AT LAW TO RECOVER A HALFPENNY.—At the Marylebone County Court, before Sir J. E. Eardley Wilmot, Bart., an action was brought by Messrs. W. H. Smith & Son, of the Strand, against Mr. George A. Berkely, a gentleman residing at 78, Elgin-crescent, Kensington-park, to recover the sum of one halfpenny. Mr. Ford, solicitor, of Lincoln's-inn-fields, who appeared for the plaintiffs, said the defendant had just paid thirteen postage stamps into court as satisfaction for the claim and cost of the summons, but as his clients had been compelled to bring witnesses out of Devonshire to support the claim, he asked for the expenses of such witnesses. The matter was one which involved some thousands of pounds per annum to his clients, and the facts were as follows:—Some time ago defendant was at the railway station at Portsmouth, when he went to plaintiff's book-stall and asked for a copy of the *Times*, which was supplied to him by one of the plaintiffs' servants. In payment defendant threw down threepence, upon which the stall keeper demanded another halfpenny, explaining that beyond a certain radius from London the plaintiffs always charged an extra halfpenny over and above the regular publishing price of the *Times*. The defendant then refused either to pay the halfpenny or give up the paper, and hence the cause of the action. His Honour made an order for all the costs claimed.

ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

March 23.— By Messrs. WILKINSON & HORNE.

Freehold, copyhold, and leasehold waterside premises, known as Ratcliff Dry Dock, consisting of a dry dock with yard, wharfes, shop, and other buildings, and 3 houses in Broad-street, Ratcliff—Sold for £7,275.

March 26.—By Messrs. BROAD, PRITCHARD, & WILTSHIRE.

Freehold house and shop, being No. 89, Curtain-road, Shoreditch, let at £26 per annum—Sold for £615.

Leasehold, 3 residences, being Nos. 134, 144, and 148, Church-road, De Beauvoir-town, Islington, producing £146 per annum; term, 80 years from 1857, at £14 10s. per annum—Sold for £1,845.

Leasehold residence, being No. 146, Church-road, aforesaid, let at £45 per annum; term, similar to above, at £4 15s. per annum—Sold for £495.

Leasehold, 2 houses with shops, being Nos. 5 and 6, Courthope-terrace, Bermondsey New-road, producing £70 per annum; term, 58 years from 1846, at £15 per annum—Sold for £705.

Leasehold business premises, being No. 29, Primrose-street, Bishopsgate; term, 21 years from 1858, at £31 19s. per annum—Sold for £235.

Leasehold house, being No. 37, Bedford-street, Commercial-road East, let at £18 per annum; term, 77 years from 1821, at £2 per annum—Sold for £150.

Ten £10 shares in the Alexandra Hotel Company (Limited), £9 per share paid—Sold for £57.

March 28.—By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold, 2 residences, being Nos. 1 and 2, Champion-place; and a residence, being No. 1, Champion-grove, producing £153 per annum; term, 54½ years unexpired, at £35 per annum—Sold for £760.

By Mr. JAMES ROBINS.

One undivided fifth share of 10 leasehold houses, situate Nos. 14 to 23, Edwardes-square, Kensington, producing £451, per annum—Sold for £560.

Leasehold house, being No. 9, Northumberland-place, Richmond-road, Westbourne-grove North; let at £33 per annum; term, 80 years unexpired, at £6 6s. per annum—Sold for £355.

By Messrs. BROOKS & SCHALLER.

Leasehold, 4 houses, being Nos. 1 to 4, Griffin-street, Waterloo-road, Lambeth, producing £96 4s. per annum; term, 71 years from 1822, at £10 11s. per annum—Sold for £535.

AT THE LONDON TAVERN.

March 27.—By Messrs. GADSDEN, ELLIS, & SCORER.

Leasehold, 4 houses with shops, being Nos. 1, 2, 3, and 6, Church-terrace, Ealing, producing £141 per annum; held under two leases for 92 years from 1854 and 1855, at a peppercorn—Sold for £1,600.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ROOTH—On March 22, at Camden-square, the wife of J. W. Rooth, Esq., Barrister-at-Law, of Lincoln's-inn, of a son.

WILLIAMSON—On March 25, at the Law Society's-hall, Chancery-lane, the wife of E. W. Williamson, Esq., Solicitor, of a daughter.

MARRIAGES.

BAKER—McMARTIN—On Feb. 26, at Perth, Canada, J. F. Baker, Esq., of Perth, and Kensington, London, to Harriett, eldest daughter of D. McMartin, Esq., Barrister-at-Law, Perth.

EMMET—EMPSON—On March 22, at St. John's, Kensington-park, G. N. Emmet, jun., Esq., Solicitor (Emmet & Son), Bloomsbury, to Ellen L. M., daughter of H. Empson, Esq., Solicitor, Moorgate-street.

GRIFFIN—MOOJEN—On March 24, at St. John's, Hackney, John, son of J. Griffin, Esq., Tuffnell-park, to Sarah C., daughter of F. Moojen, Esq., Solicitor, of Southampton-street, Bloomsbury-square.

GRIMSEY—LOCKE—On March 22, at St. Luke's, Chelsea, Alfred, son of the late T. Grimsey, Esq., Solicitor, Ipswich, to Margaret E., daughter of F. Locke, Esq., Chelsea and Hatton-garden.

MARKBY—TAYLOR—On March 22, at Weybridge, W. Markby, Esq., Judge of the High Court of Calcutta, and son of the late Rev. W. H. Markby, Duxford, Cambridge, to Lucy, daughter of the late J. E. Taylor, Esq., Weybridge.

WILLIS—OUTHWAITE—On March 21, at Lee Chapel, Blackheath, William Willis, Barrister-at-Law, son of W. Willis, Esq., Luton, to Annie, daughter of J. Outhwaite, Esq., Blackheath.

DEATHS.

CHAMBERS—On March 22, at Colville-gardens, Kensington-park, George L., son of G. W. Chambers, Esq., Barrister-at-Law, aged 6 days.

CHUBB—On Jan. 14, at Ipswich, Queensland, Sarah, wife of C. F. Chubb, Esq., Solicitor, formerly of Gray's-inn, London, and Malmesbury, Wilts, aged 41.

COOPER—On March 21, at Jesus-lane, Cambridge, C. H. Cooper, Esq., F.S.A., aged 58.

EDWARDS—On March 17, at St. Helier's, Jersey, Frederick Edwards, Esq., Barrister-at-Law.

LAY—On March 26, at Albion-road, Clapham, Alice, daughter of R. Lay, Esq., Solicitor, Water-lane, Great Tower-street.

STONOR—On March 18, near Brighton, A. C. Stonor, Esq., Barrister-

at-Law, formerly Her Majesty's Solicitor-General in Van Dieman's Land, aged 48.

YETTS—On March 27, at Homerton, Middlesex, James Muskett, third son of Joseph Muskett Yetts, of the same place, Solicitor, aged 18.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

FORSTER, HENRY HIRD, Tynemouth, Northumberland, Esq. £200 Consolidated £3 per Cent. Annuities—Claimed by the said H. H. Foster, Esq.

GRIFFITHS, CHARLES, Lower Garden-street, Westminster, Esq. £104 16s. 11d. Consolidated £3 per Cent. Annuities—Claimed by Elizabeth Simons, widow, late wife of William Simons, deceased, the administratrix of C. Griffiths, deceased.

MARSH, THOMAS COXHEAD CHISENHALL, Gaynes-park, Epping, Esq.; REV. HENRY AUGUSTUS MARSH, Tuxford Vicarge, Notts; THOMAS GEORGE GRAHAM WHITE, Wethersfield, Essex, Esq.; and REV. BARTLETT GEORGE GOODRICH, Newbury, Berks. One Dividend on the sum of £7,639 16s. 9d. Consolidated £3 per Cent. Annuities—Claimed by the said T. C. C. Marsh.

WILKINSON, GEORGE, Moorfields, Merchant; REDBURN TOMKINS, Whitechapel, Tallow Chandler; and JOHN KEEN, Nag's Head-court, Gracechurch-street, Baker, all deceased. £100 Reduced £3 per Cent. Annuities—Claimed by the Official Trustees of Charitable Funds.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, March 23, 1866.

LIMITED IN CHANCERY.

London Cotton Manufacturing Company (Limited).—Order to wind-up, made by Vice-Chancellor Wood March 12. Chas Lee Nichols, Lawrence-lane, Cheapside, Official Liquidator. Gledhill, Fenchurch-st, solicitor for the petitioner.

Peninsular, West Indian, and Southern Bank (Limited).—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Henry Chatteris, 21, Lawrence-lane. G. S. & H. Brandon, Essex-st, Strand, solicitors to the liquidator.

UNLIMITED IN CHANCERY.

Chorlton-upon-Medlock Rachabite Loan Society.—Order to wind-up, made by Vice-Chancellor Wood March 14. Edmands & Mayhew, Carey-st, solicitors for the petitioners.

TUESDAY, March 27, 1866.

LIMITED IN CHANCERY.

Contract Corporation (Limited).—Petition for winding-up, presented March 20, directed to be heard before the Master of the Rolls on April 21. Abrahams, Gresham-st, Bank, solicitor for the petitioner.

Joint Stock Discount Company (Limited).—Order to wind up, made by the Master of the Rolls on March 17. Tilleard & Co, Old Jewry, solicitors for the petitioners.

London Indiarubber Company (Limited).—Any creditor or contributory of the said company desirous to oppose the making of an order for winding-up, should give notice to the undersigned, who will also furnish a copy of the petition to any creditor or contributory of the said company requiring it, on payment of the regulated charge for the same. Sole & Co, Aldermanbury, solicitors for the petitioners.

Royal Hotel Company of Great Yarmouth (Limited).—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to William Wilde, St Stephen's, Norwich. Monday, April 23 at 11, is appointed for hearing and adjudicating upon the debts and claims. William Wilde, St Stephen's, Norwich, official liquidator.

United Warehouse Company (Limited).—Order to wind-up, made by the Master of the Rolls on March 17. Taylor, Lawrence Pountney-hill, Cannon-st, solicitor for the petitioners.

West Bank Iron Company (Limited).—Order to wind-up, made by the Master of the Rolls on March 17. Gregory & Rowcliffes, Bedford-row.

UNLIMITED IN CHANCERY.

South Durham and North York Permanent Benefit Building Society.—Petition for winding-up, presented March 23, directed to be heard before the Master of the Rolls on April 21. Hollings & Co, Field-ct, Gray's-inn.

Friendly Societies Dissolved.

FRIDAY, March 23, 1866.

Guild of St. Joseph, St. Nicholas Schoolroom, Well-lane, Allison-st, Birm. March 20.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 23, 1866.

Brettell, Penelope Antrobus, Lndlow, Salop, Widow. April 9. Walker v Brettell, V. C. Wood.

Fidler, Edwd Warner, Tottenham, Contractor. April 16. Fidler v Fidler, V. C. Stuart.

Yates, Matthias Wm, Balham-hill, Surrey, Table Cover Manufacturer. April 9. Knight v Thirlby, M. R.

TUESDAY, March 27, 1866.

Aulsebrook, Hy Geo, Leicester, Baker. April 21. Hindmarsh v Feather, V. C. Kindersley.

Milnes, Rev Christopher, Aisthorpe, Lincoln. April 20. Greetham v Milnes, M. R.

Roberts, Margaret, Milford, Pembroke, Widow. April 30. Roberts v Roberts, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 23, 1866.

Backhouse, Hannah, Hilderstone, Lancaster. April 30. Harrison & Son, Kendal.

Bell, Mary Eleanor, Maitland-park-crescent. April 22. Oldreive, Gt Portland-st.

Borthwick, John, Prospect-pl, Wandsworth-rd, Gent. May 1. R. M. & F. Lowe, Tanfield-ct.

Clarke, Thos Cox, Gt Missenden, Bucks, Farmer. April 21. Isaacson & Bedford, Amersham.

Cooper, Wm, Caledonian-rd, out of business. April 30. Jackson, Lincoln's-inn-fields.

Davenport, Robt, Handsworth, Stafford, Maltster. June 1. Webb, Birm.

Harrison, Christopher, Ilkeston, Derby. May 20. Hogg, Nottingham.

Hayes, Eliz, Oakham, Rutland, Spinster. April 30. Hough, Oakham.

Horsfield, Geo, Manch, Gent. May 26. Cooper & Sons, Manch.

Lea, Edwin, Birm, Licensed Victualler. May 1. Danks, Birm.

Lee, Jonothan, Kingston-upon-Hull, Wine Merchant. May 1. Tenney & Dawber, Hull.

Nevill, Edwd, Birm, Factor. April 13. Ludlow & Needham, Birm.

Spurge, Jas, sen, Romford, Essex, Butcher. May 1. Surridge & Francis, Romford.

Villers, Mary Lycett, Handsworth, Stafford. April 1. Allcock & Milward.

Webb, John, Awre, Gloucester, Farmer. June 25. Smith, Newnham.

TUESDAY, March 27, 1866.

Billings, Thos, Abbey-st, Bermondsey, Licensed Victualler. May 31. Jenkinson & Son, Corbet-court, Gracechurch-st.

Bloor, Geo Matthew, Threadneedle-st, Stockbroker. May 1. Crowdy, Serjeant's-inn.

Cliffe, Joe, Huddersfield, York, Gas Engineer. May 14. W. & B. Woodman, Morpeth.

Craven, Jonathan, Leeds, York, Farmer. May 8. Naylor, Leeds.

Dickens, Theodore Hy, Lincoln's-inn-fields, Barrister-at-Law. April 1. Bolton & Grylls-Hill, Elm-court, Temple.

Foot, Eli, St Mary, Dorset, Farmer. May 3. King & Co, Blandford.

Gittins, Thos, Ardwick, Manch, Sharebroker. May 1. Parry & Son, Manch.

Greig, Woronzow, Surrey Lodge, Lambeth, Esq. May 1. Danks, Birm.

Helbert, Lionel Helbert, Gloucester-pl, Middx, Esq. May 22. Dawes & Sons, Angel-court, Throgmorton-st.

Lott, Hy, St Mary-le-Strand-pl, Kent-rd, Gent. April 30. Oldershaw, Bell-yard, Doctors'-commons.

Pallister, Wm, Pinford, nr Sherborne, Dorset, Bailiff. April 23. Clyde, Yeovil.

Parker, John, Sedgley, Stafford, Quarry Master. June 1. T. M. & J. Whitehouse, Wolverhampton.

Price, John, Aston Cantloe, Warwick. May 16. Lane & Son, Stratford-upon-Avon.

Robertson, Wm Parish, sen, Valparaiso, Merchant. May 1. Cunliffe & Beaumont, Chancery-lane.

Sawyer, Geo Wm, Brighton, Sussex, Timber Merchant. May 6. Ravenscroft & Hills, Gt James-st, Bedford-row.

Smith, Michael, Romford, Essex, Draper. May 1. Surridge & Francis, Romford.

Stevens, Joseph, Wootten Wawen, Warwick, Farmer. May 23. Lane & Son, Stratford-upon-Avon.

Strong, Rev Thos Linwood, Upper Seymour-st, Portman-sq, Clerk. April 7. M. & F. Davidson, Spring-gardens.

Sykes, Joseph Alfred, Raywell, York, Esq. May 23. Lightfoot & Co, Hull.

Wallas, Edmund, Cast'esowerby, Cumberland, Gent. May 1. Harrison & Little, Penrith.

Whereat, John, Bristol, Ironmonger. May 10. Brittan & Sons, Bristol.

Assignments for Benefit of Creditors.

FRIDAY, March 23, 1866.

Fitzgerald, Hy, Gravesend, Kent, Chemist. Feb 26. Harrison & Lewis, Old Jewry.

TUESDAY, March 27, 1866.

Warren, Geo Wm, Plumstead-pl, Plumstead-rd, Watchmaker. March 12. Treherne & Wolferstan, Aldermanbury.

Waddington, Matthew Jackson, Leeds, York, Linendraper. March 8. Simpson, Leeds.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 23, 1866.

Bareham, Chas, Stratford, Essex, Coachmaker. March 8. Comp. Reg March 20.

Bell, Robt, Consett, Durham, Draper. Feb 24. Asst. Reg March 23.

Bevis, Wm, Maidstone, Kent. Feb 21. Asst. Reg March 20.

Bridgeman, Geo Wm, Berner's-st, Surgeon. March 20. Comp. Reg March 22.

Bromham, Wm, & Wm Lewis, Lpool, Insurance Brokers. Feb 15. Asst. Reg March 23.

Brunton, John Dickinson, Horwich, Lancaster, Civil Engineer. Feb 26. Comp. Reg March 22.

Butler, Fredk, Pickering-ter, Bayswater, Ironmonger. March 7. Asst. Reg March 21.

Cohn, Naphthali, Newcastle-upon-Tyne, Boot Maker. Feb 24. Asst. Reg March 22.

Cundy, John, Tavistock, Devon, Innkeeper. Feb 24. Asst. Reg March 20.

Dillamore, Jas Thos, Blunham, Bedford, Farmer. Feb 21. Asst. Reg March 22.

Dowsing, Wm, Bristol, Cabinet Maker. Feb 23. Comp. Reg March 23.

Ewen, Arthur Benj, Long Sutton, Lincoln, Surgeon. Feb 22. Asst. Reg March 21.

Faulkner, Cornelius Thos, Southampton, Grocer. March 6. Comp. Reg March 21.

Fraser, Robt Winchester, Bedford, Surgeon. March 20. Comp. Reg March 22.

Garner, Saml, Lpool, Tailor. March 3. Comp. Reg March 22.
Hall, Hy, Leeds, Chemist. March 20. Comp. Reg March 21.
Harriman, Thos, Sawley, Derby, Farmer. March 13. Asst. Reg March 22.
Hunt, Jas, sen, & Jas Hunt, jun, Droylsden, Lancashire, Provision Dealers. March 7. Comp. Reg March 21.
Huskinson, Chas Hy, Dudley, Stafford, Draper. Feb 26. Asst. Reg March 19.
Jones, Edwd, Dock-st, Upper East Smithfield, Licensed Victualler. Feb 28. Comp. Reg March 21.
Lambert, Joseph, Leeds, Milliner. March 2. Comp. Reg March 23.
Le Roy, Gustave, Newman-st, Oxford-st, Comm Agent. March 9. Comp. Reg March 21.
May, Wm, East Stonehouse, Devon, Licensed Victualler. March 3. Comp. Reg March 22.
Mills, Matthew, Rusholme, Manch, Comm Agent. March 20. Comp. Reg March 21.
Minshull, Jas Chas, Congleton, Chester, Mercer. March 5. Asst. Reg March 21.
Nevill, Joseph, Coventry, Architect. March 3. Comp. Reg March 22.
Norman, Thos, Gt Wilbraham, Cambridge, Farmer. Feb 20. Asst. Reg March 20.
Panter, Geo, Landrake, Cornwall, Carpenter. March 12. Comp. Reg March 20.
Patchett, Benj, Lpool, Ship Owner. March 5. Comp. Reg March 23.
Petrali, Angelo, & Chas Piaskett, Cardiff, Glamorgan, Opticians. Feb 21. Asst. Reg March 20.
Phillips, Wm Meredith, Dorstone, Hereford, Grocer. March 20. Comp. Reg March 21.
Rayner, Myddleton, & Geo Curtis, Lpool, General Dealers. Feb 22. Asst. Reg March 22.
Rhodes, Wm, Heckmondwike, York, Basket Maker. Feb 20. Comp. Reg March 23.
Robinson, Geo, Stockport, Chester, Publican. March 5. Asst. Reg March 23.
Samuel, Bernard, Lpool, Outfitter. March 13. Comp. Reg March 21.
Samways, Jas, jun, Weymouth, Dorset, Builder. March 2. Asst. Reg March 22.
Sharples, Joseph Wm, Manch, Watchmaker. No date. Asst. Reg March 20.
Shargool, Edwin, Stafford, Music Master. Feb 22. Asst. Reg March 21.
Smith, Wm, Appleby, Derby, Grocer. March 8. Asst. Reg March 22.
Smith, Thos, Bath, Saddler. March 20. Comp. Reg March 21.
Smyrk, Fredk Geo, Guildhall-chambers, Basinghall-st, Contractor. March 6. Asst. Reg March 22.
Stephens, John Edwd, St James'-pl, Westminster, M.D. March 13. Reg March 22.
Stewart, Edwd, Orchard-st, Clapham, Coach Body Maker. March 7. Comp. Reg March 21.
Stroyan, Gilbert, Lpool, Draper. Feb 23. Comp. Reg March 23.
Twibell, Charlotte, Laxton, Nottingham, Widow. March 5. Asst. Reg March 22.
Warren, Geo Wm, Plumstead, Kent, Watchmaker. March 12. Asst. Reg March 23.
Wavell, Bennett, Newport, Isle of Wight, Coach Proprietor. March 8. Asst. Reg March 23.
Williams, Edwd, Lpool, Grocer. March 16. Comp. Reg March 22.
Wigglesworth, Geo Taylor, Stockport, Chester, Wine Merchant. Feb 22. Asst. Reg March 21.
Wigglesworth, Alfred Fredk, Halifax, York, Tea Dealer. March 8. Comp. Reg March 23.

TUESDAY, March 27, 1866.

Bamberger, Simon, King-st, Snow-hill, Leather Seller. March 2. Comp. Reg March 24.
Barney, Theophilus, Handsworth, Stafford, Manufacturer. March 6. Comp. Reg March 23.
Bartholomew, Geo, Wellington-st, Woolwich, Greengrocer. March 2. Comp. Reg March 23.
Bazeley, Thos, Lodway, Somerset, General Shop Keeper. March 22. Comp. Reg March 26.
Billinge, Geo, Birm, out of business. Feb 24. Comp. Reg March 23.
Blunn, Jas, Sheffield, Glass Cutter. Feb 27. Asst. Reg March 27.
Boyer, Wm, Amberley-wharf, Amberley-rd, Paddington, Builder. March 19. Comp. Reg March 27.
Boulton, Chas Bourne, Hanley, Stafford, Small Ware Dealer. March 20. Comp. Reg March 24.
Burgin, Geo Roe, & Geo Unwin Burgin, Sheffield, Printers. March 16. Comp. Reg March 24.
Bush, Rev Joseph, Ormskirk, Lancaster. Feb 28. Inspectorship. Reg March 26.
Carter, Saml, Sandbach, Chester, Draper. Feb 27. Asst. Reg March 26.
Carter, Chas, Whitecross-st, Tobacconist's Assistant. Feb 28. Asst. Reg March 24.
Cheetham, Edwin, Stockport, Chester, Manufacturer. Feb 27. Asst. Reg March 26.
Clarke, Philip, Patricroft, Lancaster, Saddler. March 23. Comp. Reg March 24.
Coleman, Myer, Birm, Jeweller. March 15. Comp. Reg March 24.
Dixon, Richd, New-inn, Strand, Gent. March 21. Comp. Reg March 26.
Downing, John, Margam, Glamorgan, Agent. March 2. Asst. Reg March 27.
Flint, Edwd, Beverley, York, Butcher. March 17. Comp. Reg March 26.
Greenbank, Thos, Blackburn, Lancaster, Auctioneer. March 12. Comp. Reg March 23.
Hall, Michael, & Wm Hall, Wellington, Salop, Tailors. March 10. Asst. Reg March 26.
Harrington, Fredk, Wolverhampton, Draper. Feb 27. Comp. Reg March 24.
Hart, John, Kessingland, Suffolk, Fisherman. March 3. Asst. Reg March 27.
Haydon, Thos, Stratford, Essex, Grocer. March 26. Comp. Reg March 26.
Heyes, Jas, Bristol, Gutta Percha Dealer. March 24. Comp. Reg March 27.
Hill, Joseph, Lpool, Boot Maker. March 6. Asst. Reg March 26.
Hirst, Thos, Huddersfield, York, Tobacconist. March 1. Comp. Reg March 26.
Hough, Geo, Wolverhampton, Stafford, Egg Dealer. March 10. Comp. Reg March 24.
Hull, Chas, Birm, Corkscrew Manufacturer. March 12. Comp. Reg March 26.
Jacobs, Saml, Dover, Kent, Photographer. Feb 24. Comp. Reg March 27.
Jones, Geo, Wolverhampton, Stafford, Plumber. March 26. Comp. Reg March 27.
Jukes, Joseph, jun, & Arthur Jukes, Ruabon, Denbigh, Ironmasters. Feb 26. Asst. Reg March 24.
King, Sidney, Westbury, Wilts, Tailor. Feb 24. Comp. Reg March 24.
Knapp, Edwd Lee, Strand, Licensed Victualler. Feb 23. Asst. Reg March 23.
Leach, Chas Blake, Bristol, Tobacconist. March 3. Asst. Reg March 26.
Leighton, Thos, Seacombe, Chester, Grocer. March 20. Comp. Reg March 27.
Marston, Wm, & Geo Jas Young, Ludlow, Salop, Millers. March 2. Asst. Reg March 26.
Morris, Wm, Birm, General Dealer. Feb 27. Asst. Reg March 27.
Murdock, Saml, Cardiff, Glamorgan, Grocer. March 22. Comp. Reg March 26.
Nicholson, Wm, Lpool, Draper. March 16. Asst. Reg March 26.
Parr, John, Birm, Tailor. Feb 27. Asst. Reg March 26.
Pegg, Thos, Manch, Painter. March 22. Comp. Reg March 26.
Rimer, Philip, Freemantle, Southampton, out of business. March 17. Asst. Reg March 22.
Roberts, Griffith, Penmaenmawr, Carnarvon, Draper. March 17. Asst. Reg March 23.
Roberts, Thos Lloyd, Llanfairfechan, Carnarvon, Draper. March 22. Asst. Reg March 27.
Smyth, Wm Doveton, Rochester-row, Westminster, Solicitor. March 22. Comp. Reg March 27.
Turner, Richd Hudson, Preston, Lancaster, Coal Dealer. March 3. Comp. Reg March 27.
Watson, Allen, Cambridge, Grocer, March 10. Asst. Reg March 23.
Willows, Edmd, Grainthorpe, Lincoln, Farmer. Feb 26. Asst. Reg March 23.
Wood, Archibald, Claines, Worcester, Nurseryman. Feb 28. Asst. Reg March 27.
Woolsey, Jane Eleanor, Manch, Smallware Dealer. Feb 27. Comp. Reg March 26.
Yates, Wm Hy, Wolverhampton, Stafford, Lock Manufacturer. Feb 26. Comp. Reg March 23.

Bankrupts.

FRIDAY, March 23, 1866.

Broadbridge, Geo Hy, Hastings, Sussex, Builder. Pet March 20. April 7 at 1. Sweeting & Co, Southampton-buildings.
Budd, John Saml Newson, Stamford-villas, Fulham-rd, no occupation. Pet March 20. April 9 at 2. Linklaters & Co, Walbrook.
Cape, Fredk Damer, Chancery-lane, Reporter. Pet March 21. April 11 at 11. Tonge, Talbot-rd, Camden-rd.
Churcher, Selina, Portsea, Hants, Baker. Pet March 13. April 10 at 12. Harrison & Lewis, Old Jewry.
Cope, John Albert, Rodney-rd, Ironmonger. Pet March 17. April 7 at 1. Pullen, Botolph-lane.
Elkins, Alfred, Manor-st, East India-rd, Poplar, Auctioneer. Pet March 16. April 23 at 12. Webb, Lincoln's-inn-fields.
Fray, Rosannah Dupin, South-st, Grosvenor-sq, Dress Maker. Pet March 20. April 9 at 2. Dobie, Guildhall-chambers.
Fruen, Jas, Prisoner for Debt, London. Adj March 19 (for pau). April 9 at 1. Rigby, Sise-lane.
Garraway, Geo, Riches-ct, Lime-st, Merchant. Pet March 9. April 9 at 1. Ashurst & Co, Old Jewry.
Girdlestone, Jane, King's Lynn, Norfolk, Plumber. Pet March 19. April 7 at 1. Nichols & Co, Cook's-ct, Lincoln's-inn, for Ward, King's Lynn.
Griffiths, John, High-st, Hoxton Old Town, Cowkeeper. Pet March 20. April 9 at 1. Abbott, St Mark-st, Gt Prescott-st.
Grimes, Geo Chas, Wandle-ter, South-st, Wandsworth, Cigar Light Maker. Pet March 20. April 10 at 11. Lewis & Co, Basinghall-st.
Guillaume, Louis Alexandre, Spencer-st, Goswell-rd, Watch Manufacturer. Pet March 16. April 18 at 1. Angell, Guildhall-yd.
Gunner, John, Matthias-st, Kingsland, Wheelwright. Pet March 20. April 23 at 12. Peverley, Coleman-st.
Heath, John Hy, Cranley-ter, Fulham-rd, Brompton, Chemist's Assistant. Pet March 19. April 23 at 11. Eyre, Poultry.
Hunt, John Hy, Banbury, Oxford, Grocer. Pet March 21. April 10 at 11. Kennett, Gt Knight Ryder-st, Doctor's-commons.
Hymans, Chas, Leslie-st, Mile-end, Dealer in Bladders. Pet March 20. April 10 at 11. Wright, Chancery-lane.
Islip, Wm, Prisoner for Debt, London. Pet March 20 (for pau). April 9 at 2. Drake, Basinghall-st.
James, Wm Joseph, Portsea, Hants, Grocer. Pet March 16. April 23 at 11. Linklaters & Co, Walbrook.
Marsh, Francis Jas, Regent-st, Master Mariner. Pet March 21. April 10 at 11. Dobie, Guildhall-chambers.
Moore, Alex John, Prisoner for Debt, Maidstone. Adj March 19. April 11 at 11. Aldridge.
Murry, John Money, Prisoner for Debt, London. Pet March 19 (for pau). April 9 at 2. Dobie, Guildhall-chambers.
Novis, Jas, Eastbourne, Sussex, Builder. Pet March 19. April 18 at 2. Perry, Guildhall-chambers.
Odell, Edwd John, Ford-rd, Bow, Corn Dealer. Pet March 19. April 23 at 11. Goldrick, Strand.
Robinson, John Hunter, Greenwood-rd, Dalston. Pet March 19. April 9 at 1. Ashurst & Co, Old Jewry.
Roy, Andrew, & Jas Roy, Lewisham, Kent, Beer Merchants. Pet March 21. April 11 at 11. King, Queen-st, Cannon-st West.
Samways, Joseph Hy, Northampton-ter, Camberwell, out of business. Pet March 21. April 11 at 11. Dobie, Guildhall-chambers.

Shield, Matthew, Victoria-st, Westminster, Railway Contractor. Pet March 15. April 7 at 1. Meyreck & Co, Storey's-gate, Westminster.
Simmons, Saml Geo, Jewin-st, Stationer. Pet March 17. April 7 at 12. Ryan, Lincoln's-inn-fields.
Singleton, Geo Frederic, Prisoner for Debt, London. Adj March 16. April 9 at 1. Aldridge.
Suter, Thos, Jones-st, Berkeley-sq, Butcher. Pet March 19. April 7 at 1. Davies, Baring-st, Hoxton.
Whitehead, Edwd, Dartford, Kent, Boot Maker. Pet March 16. April 7 at 11. Rooks, Coleman-st.
Winter, Alfred, Wilmington, Kent, out of business. Pet March 19. April 7 at 1. Rooks, Eastcheap.
Wood, John Job, Prisoner for Debt, Maidstone. Adj March 19. April 11 at 11. Aldridge.
Wooster, Louisa, Prisoner for Debt, Aylesbury. Adj March 16. April 9 at 1. Aldridge.
Wright, Saml, Fakenham, Norfolk, Draper. Pet March 19. April 9 at 2. Ashurst & Co, Old Jewry.

To Surrender in the Country.

Askham, John, York, Labourer. Pet March 20. Doncaster, April 6 at 12. Woodhead, Doncaster.
Bowker, John, Halifax, York, Surgeon's Assistant. Pet March 19. Halifax, April 13 at 10. Bagshaw, jun, Uttoxeter.
Brook, Joseph, Gomersal, nr Leeds, Woollen Manufacturer. Pet March 22. Leeds, April 5 at 11. Bond & Barwick, Leeds.
Bruce, Jas, jun, Leicester, Baker. Pet March 21. Leicester, April 7 at 10. Chamberlain, Leicester.
Busch, Jas Laurence, Middlesbrough, York, Stationer. Pet March 19. Stockton-on-Tees, April 4 at 11. Dobson, Middlesbrough.
Campbell, John, Prisoner for Debt, Lancaster. Adj March 14. Lpool, April 4 at 3. Hime, Lpool.
Cartwright, Kingswinford, Stafford, Innkeeper. Pet March 19. Stourbridge, April 6 at 10. Pearman, Stourbridge.
Clark, David, Bury St Edmund's, Suffolk, Carter. Pet March 20. Bury St Edmund's, April 4 at 11. Walpole, Beyton.
Clarke, Joseph, Worcester, Tin Plate Worker. Pet March 20. Worcester, April 4 at 11. Wilson, Worcester.
Cobb, Joseph, Warehorne, Kent, Journeyman Wheelwright. Pet March 12. Ashford, April 2 at 11. Minter, Folkestone.
Corner, John, Redcar, York, Railway Guard. Pet March 17. Stockton on-Tees, April 4 at 12. Griffin, Middlesbrough.
Coultard, John Wm, Kingston-upon-Hull, Coal Merchant. Pet March 21. Leeds, April 4 at 12. Hudson & Noble, Hull.
Crawshaw, David, Jump, York, Beerhouse Keeper. Pet March 17. Barnsley, April 5 at 10. Hamer, Barnsley.
Curtis, Jas, Manch, Journeyman Tanner. Pet March 20. Manch, April 10 at 9.30. Fletcher, Manch.
Cutt, Robt, Roystone, nr Barnsley, York, Gardener. Pet March 17. Barnsley, April 5 at 10. Rogers, Barnsley.
Dye, Wm, Gt Yarmouth, Beerhouse Keeper. Pet March 15. Gt Yarmouth, April 3 at 12. Cufaude & Wiltshire, Gt Yarmouth.
Earl, Thos, Prisoner for Debt, Walton. Adj March 16. Lpool, April 5 at 11.
Easton, Walter, Cawston, Norfolk, Harness Maker. Pet March 15. Aylsham, April 4 at 10. Chittock, Norwich.
Evans, Thos, Doddleston, Chester, Farmer. Pet March 20. Chester, April 5 at 10. Churton, Chester.
Gibbs, Elizabeth Bridgett, Prisoner for Debt, Haverfordwest. Adj March 9. Bristol, April 4 at 11.
Gill, John, Alfreten, Derby, Stocktaker at Iron Works. Pet March 7. Alfreton, March 27 at 12. Lugg, Ilkeston.
Goddard, Martin Norriss, Cranham, Gloucester, Innkeeper. Pet March 20. Stroud, April 9 at 10. Witchell, Stroud.
Goodingham, Hy Brimble, Mitcheldean, Gloucester, Plumber. Pet March 19. Newnham, April 4 at 12. Whatley, Mitcheldean.
Gray, Wm, Sheffield, out of business. Pet March 20. Sheffield, April 5 at 1. Chambers & Waterhouse, Sheffield.
Grundy, Jas, St Helen's, Lancaster. Pet March 19. St Helen's, April 4 at 11. Marsh, St Helen's.
Hassalls, Eliza, Prisoner for Debt, Stafford. Adj March 10. Stoke-upon-Trent, April 7 at 11. Welch, Congleton.
Hepworth, Hy, Prisoner for Debt, York. Adj March 13. Leeds, April 9 at 11. Young, Leeds.
Homer, Joseph, Earl Shilton, Leicester, Warehouseman. Pet March 21. Hinckley, April 2 at 11. Preston, Hinckley.
Jackson, Jas, Prisoner for Debt, Manch. Adj March 13. Salford, April 7 at 9.30.
Jefferson, Hannah, Lpool, Milliner. Pet March 20. Lpool, April 9 at 12. Bellringer, Lpool.
Jones, Ellis, Chester, Publican. Pet March 17. Chester, April 5 at 10. Chinton, Chester.
Jones, Jas, Dudley, Worcester, Provision Dealer. Pet March 16. Dudley, April 10 at 11. Stokes, Dudley.
Jones, Thos, Prisoner for Debt, Lancaster. Adj March 14. Lpool, April 4 at 3. Hime, Lpool.
Kelleway, Jas, Yarmouth, Isle of Wight, Mariner. Pet March 17. Newport, April 4 at 11. Beckingsale, Newport.
Lamb, Edwd, Newark-upon-Trent, Nottingham, Miller. Pet March 21. Newark, April 4 at 12. Ashley, Newark.
Leighton, Robt, Manch, House Painter. Pet March 21. Salford, April 7 at 9.30. Farrington, Manch.
Leyland, Thos, Prisoner for Debt, Manch. Adj March 13. Manch, April 10 at 12.
Marsh, Jas, Cardiff, Undertaker. Pet March 20. Cardiff, April 6 at 11. Ingledew, Cardiff.
Mason, John, jun, Kingston-upon-Hull, Merchant's Clerk. Pet March 21. Leeds, April 4 at 12. Hearfield, Hull.
Melhuish, Wm Fredk, Gt Grimsby, Lincoln, Sail Maker. Pet March 20. Leeds, April 4 at 12. Rex, Lincoln.
Moorby, Joseph, Wellow, Nottingham, Boot Maker. Pet March 17. Worksop, April 3 at 10. Ashley, Newark.
Morris, Robt, Prisoner for Debt, Manch. Adj March 13. Salford, April 7 at 9.30.
Mosley, John Marlow, Leeds, News Agent. Pet March 21. Leeds, April 9 at 11. Harle, Leeds.
Norwood, Alfred, Kingswinford, Stafford, Journeyman Potter. Pet March 19. Stourbridge, April 6 at 10. Corbet, Kidderminster.
Ramsey, Geo Bruce, Smethwick, Stafford, Builder. Pet March 19. Birm, April 20 at 12. James & Griffin, Birm.
Riches, Jas, Norwich, Butcher. Pet March 20. Norwich, April 4 at 11. Sadd, jun, Norwich.
Ridgway, Thos, Wolverhampton, Stafford, out of business. Pet March 15. Dudley, April 10 at 11. Lowe, Dudley.
Roebuck, Robt, Prisoner for Debt, York. Adj March 13. Bradford, April 10 at 9.45. Berry, Bradford.
Rowe, John Geo, Prisoner for Debt, Chester. Adj March 15. Lpool, April 5 at 11.
Scarratt, John, Prisoner for Debt, Chester. Adj March 15. Lpool, April 5 at 11.
Selby, Jas, Prisoner for Debt, Lancaster. Adj March 14. Manch, April 10 at 11.
Smallwood, Wm, Prisoner for Debt, Chester. Adj March 15. Lpool, April 5 at 11.
Stock, Wm Ferry, Emberrow, Miller. Pet March 17. Wells, April 2 at 12. Hobbs & Seal.
Woolgar, Wm, Prisoner for Debt, Stafford. Adj Feb 12. Hanley, April 14 at 11. E. & A. Tennant, Hanley.

TUESDAY, March 27, 1866.

To Surrender in London.

Adams, Wm, Prisoner for Debt, Maidstone. Adj March 19. April 23 at 1.
Aldrovandi, Innocente, Connaught-ter, Edgware-rd, Confectioner. Pet March 16. April 10 at 2. Shaen & Co, Bedford-row.
Arney, Chas, Fordingbridge, Southampton, Saddler. Pet March 22. April 11 at 12. Paterson & Son, Bouverie-st, Fleet-st, for Mackey, Southampton.
Barwise, Chas Augustus, Prisoner for Debt, London. Adj March 22. April 16 at 12. Aldridge.
Bline, Augustus, Euston-rd, Stonemason. Pet March 22. April 10 at 12. Dobie, Guildhall-chambers.
Bryant, Alf Hy, Prisoner for Debt, London. Adj March 22. April 16 at 12. Aldridge.
Bulpin, Geo, Warkworth-ter, Commercial-rd East, Manager of Oil Works. Pet March 22. April 10 at 1. New, Fleet st.
Burgess, Wm, Prisoner for Debt, London. Adj March 22. April 16 at 12. Aldridge.
Cathery, Chas, & Eugene Carmouche, Bush-lane, Merchants. Pet March 20. April 23 at 12. Templeman, Aldermanbury Postern.
Davey, Joseph, Prisoner for Debt, London. Adj March 22. April 16 at 12. Aldridge.
Fisk, John Lee, Shoe-lane, Cheesemonger. Pet March 21. April 23 at 12. Thompson, Gray's-inn-sq.
Foster, Stephen, St Leonard's-on-Sea, Sussex, Builder. Pet March 23. April 23 at 2. Woodbridge & Sons, Clifford's-inn.
Gallie, John Wright Brodie, Pownall-rd, Dalston, Commercial Clerk. Pet March 22. April 10 at 1. Dobie, Guildhall-chambers.
Goslin, Benj Tompkins, Prisoner for Debt, London. Adj March 16. April 23 at 2.
Hearne, Algernon John, Prisoner for Debt, London. Adj March 22. April 16 at 12. Aldridge.
Hesse, Joseph Saml, Driffield-rd, Old Ford, out of business. Pet March 23. April 11 at 12. Abbott, St Mark-st, Gt Prescott-st.
Hutt, Chas, Brighton, Sussex, Hotel Keeper. Pet March 22. April 10 at 12. Wood & Ring, Basinghall-st.
Jarrett, Wm Ranger, Prisoner for Debt, London. Adj March 16. April 23 at 2.
Johnson, Geo Jas, Prisoner for Debt, Maidstone. Adj March 19. April 10 at 12. Aldridge.
Kriete, Diederick, Prisoner for Debt, London. Adj March 16. April 23 at 2.
Levy, Isaac, Prisoner for Debt, London. Adj March 22. April 16 at 11. Aldridge.
Long, Wm, Prisoner for Debt, Hertford. Adj March 20. April 23 at 1.
Mays, Richards, Prisoner for Debt, London. Adj March 16. April 10 at 2.
Mundy, Fredk, Prisoner for Debt, London. Adj March 16. April 10 at 1.
Orton, Wm, Houndsditch, Pickle Manufacturer. Pet March 23. April 11 at 12. Stephens & Co, Northumberland-st, Strand.
Philps, Wm Alinatt, Prisoner for Debt, London. Adj March 22. April 16 at 11. Aldridge.
Picard, Salomon, Wigmore-st, Cavendish-sq, Watchmaker. Pet March 24. April 10 at 12. Poole, Bartholomew-close.
Prior, Wm Edmund, Speenhamland, Berks, Grocer. Pet March 20 April 23 at 11. Newman, Suffolk-lane.
Reynolds, Daniel, Little Sutton-st, Clerkenwell, Porter to a Cheesemonger. Pet March 21. April 10 at 12. Heron, Ely-pl, Holborn.
Ringland, Robt, Belvidere, Kent, out of business. Pet March 23. April 11 at 12. Girdwood, Old Jewry-chambers.
Robinson, Arthur, Prisoner for Debt, Maidstone. Adj March 19. April 23 at 1.
Robinson, Jas, Hitchin, Hertford, Grocer. Pet March 22. April 23 at 1. Linklaters & Co, Walbrook.
Roberts, John Chas Aitkin, Denbigh-pl, Pimlico, Clark in Holy Orders Pet March 23. April 11 at 12. Hodgson, Aldenham-ter, St Pancras
Scott, Robt Hebden, Tollit-st, Mile-end, Machinist. Pet March 23. April 10 at 1. Beard, Basinghall-st.
Teall, Wm, Kentish-town-rd, Fishmonger's Assistant. Pet March 24. April 25 at 12. Tyrrell, Gray's-inn-sq.
Torrell, Chas Jas, St Paul's-rd, Camden-sq, Photographer. Pet March 22. April 23 at 1. Lewis & Lewis, Ely-pl.
Walker, John Fraser, Prisoner for Debt, London. Adj March 22. April 16 at 11. Aldridge.
Watson, Chas Wm, Prisoner for Debt, London. Adj March 22. April 16 at 11. Aldridge.
Weston, John, Jewry-st, Aldgate, out of business. Pet March 23. April 10 at 1. Rookes, Eastcheap.
Wootton, Jas, Prisoner for Debt, London. Adj March 16. April 23 at 2.

To Surrender in the Country.

Baillie, David, & John Harrison, Waverton, Chester, Manure Mer-

chants. Pet March 19. Lpool, April 9 at 11. Evans & Co, agent to Bridgman, Chester.
Bedford, John, Dunstable, Tailor. Pet March 19. Luton, April 3 at 11. Shepherd, Luton.
Borrie, John, North Ormsby, York, Ironfounder. Pet March 23. April 9 at 12. Clausact, jun, Stockton-on-Tees, and Harle, Leeds.
Brocklehurst, Edwd Grey, Lpool, Advertising Agent. Pet March 17 (for pau). Lancaster, April 13 at 12. Gardner, Manch.
Buckenham, Hy, Prisoner for Debt, Springfield. Adj March 17. Brentwood, April 5 at 12. Preston & Dorman, Brentwood.
Buckland, Jacob. Prisoner for Debt, Fisherton Anger. Adj March 19. Salisbury, April 11 at 11.
Conway, Hy, Prisoner for Debt, York. Adj Feb 16. Leeds, April 7 at 3.
Cooper, John, Wolverhampton, Stafford, Cooper. Pet March 21. Wolverhampton, April 10 at 12. Thurstans, Wolverhampton.
Crosbee, Mark, Prisoner for Debt, Warwick. Adj March 17. Birm, April 20 at 10.
Curtis, John, Claydon, Oxford, Farmer. Pet March 21. Banbury, April 5 at 10. Pellatt, Banbury.
Darwin, Thos, Yealand Conyers, Lancaster, Innkeeper. Pet March 23. Lancaster, April 13 at 12. Burton, Kendal.
Dobson, Chas, Heaton Norris, Lancaster, Beer Retailer. Pet March 21. Stockport, April 13 at 12. Howard, Stockport.
Evans, John Thos, Wolverhampton, Stafford, Grocer. Pet March 19. Wolverhampton, April 10 at 12. Dallow, Wolverhampton.
Gill, Robt Hy, Cardiff, Glamorgan, Shipbroker. Pet March 24. Cardiff, April 9 at 11. Stephens, Cardiff.
Glogau, Martin, Manch, Silk Merchant. Pet March 19. Manch, April 12 at 12. Sale & Co, Manch.
Habgood, Wm, Wolverhampton, Stafford, Provision Dealer. Pet March 16. Wolverhampton, April 10 at 12. Cresswell, Wolverhampton.
Henley, Simeon, & Jas Saunders, Birm, Coach Spring Makers. Pet March 23. Birm, April 16 at 12. James & Griffin, Birm.
Hoare, Philip Thos, Derby, Comm Agent. Pet March 10 (for pau.) Derby, April 10 at 12. Worthington, Derby.
Holt, Ann, Prisoner for Debt, Warwick. Adj March 17. Birm, April 20 at 10.
Hutchinson, Wm, Rawteustall, Lancaster, Quarryman. Pet March 19 (for pau). Lancaster, April 13 at 12. Rawlinson, Lancaster.
Johnson, Wm, Silverdale, Stafford, Collier. Pet March 19. Newcastle-under-Lyme, April 7 at 11. Tennant, Hanley.
Joy, Stephen, Poole, Beerhouse Keeper. Pet March 26. Poole, April 9 at 1. Tanner.
Kidd, Thos, Stanhope, Durham, Butcher. Pet March 22. Wolsingham, April 9 at 10. Hutchinson, Stanhope.
Leabourn, Edwd, Middle Wallop, Southampton, Brewer. Pet March 23. Romsey, April 9 at 11. Mackey, Southampton.
Lee, John, Penarth, Glamorgan, Mason. Pet March 22. Cardiff, April 9 at 11. Raby, Cardiff.
Little, Jas Robt, Nottingham, Grocer. Pet March 23. Birm, April 10 at 11. Cowley & Everall, Nottingham.
Lovering, Ezekiel, Combmartin, Devon, Carpenter. Pet March 22. Barnstaple. April 9 at 12. Bromham, Barnstaple.
Moody, Edwin, Prisoner for Debt, Warwick. Adj March 17. Birm, April 20 at 10.
Morton, Jas Hy, Gt Bowden, nr Market Harborough, Leicester, Law Clerk. Pet March 23. Market Harborough, April 11 at 11. Douglass, Market Harborough.
Palmer, Wm Harman, Freemantle, Southampton, Butcher. Pet March 22. Southampton, April 11 at 12. Mackey, Southampton.
Parry, Wm, Llanelly, Carnarvon, Shoemaker. Pet March 15. Carnarvon, April 7 at 10. Roberts.
Randie, Joseph, Prisoner for Debt, Manch. Adj March 13. Salford, April 7 at 9.30.
Richards, Sarah, Prisoner for Debt, Monmouth. Adj March 13. Monmouth, April 14 at 12. Harris, Tredegar.
Round, David, Sedgley, Stafford, Tailor. Pet March 20. Dudley, April 10 at 11. Stokes, Dudley.
Rushton, Wm, Nottingham, Lace Maker. Pet March 24. Nottingham, April 11 at 11. Smith, Nottingham.
Smith, Edward, Norwich, out of business. Pet March 23. Norwich, April 11 at 11. Sadd, Norwich.
Smith, Tilden, Tonbridge Wells, Kent, Baker. Pet March 23. Tonbridge Wells, April 9 at 3. Cripps, Tonbridge Wells.
Sorley, Richd John, Hulme, Lancaster, Registrar of Births. Pet March 20. Manch, April 10 at 11. Eltoft, Manch.
Stiles, John, Bristol, Warehouseman. Pet March 10. Bristol, April 11 at 11. Press & Inskip, Bristol.
Stokes, Wm, Derby, Bookkeeper. Pet March 19. Derby, April 10 at 12. Briggs, Derby.
Topping, John, Wigton, Cumberland, Innkeeper. Pet March 22. Wigton, April 10 at 12. Wannop, Carlisle.
Ward, Edwd, Longtown, Cumberland, Grocer. Pet March 22. Carlisle, April 10 at 2. Wannop, Carlisle.
Weimberg, Joseph, Prisoner for Debt, Durham. Adj March 15. Newcastle-upon-Tyne, April 11 at 11.30. Hoyle, Newcastle-upon-Tyne.
Wigley, Jas, Oaken Gates, Salop, Millwright. Pet March 5. Wellington, April 13 at 10. Walker, Wellington.
Wilton, Wm Hy, St Day, Cornwall, Jeweller. Pet March 24. Exeter, April 7 at 12. Downing, Redruth.

BANKRUPTCIES ANNULLED.

TUESDAY, March 27, 1866.

Jones, Edwd, Dock-st, Upper East Smithfield, Licensed Victualler. March 19.
Nicoll, Saml Jas, Devonport, Lieut. R. M. March 21.

North British and Mercantile Insurance Company.

ESTABLISHED 1809.

Incorporated by Royal Charter and Special Acts of Parliament.

CAPITAL, TWO MILLIONS STERLING.

THE

ADJOURNED ANNUAL GENERAL MEETING

OF THE

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY

WAS

HELD AT THE COMPANY'S OFFICE, 64, PRINCE'S STREET, EDINBURGH,

On Friday, March 23, 1866.

JOHN WHITE CATER, Esq., Chairman of the London Board, in the Chair.

A REPORT by the DIRECTORS was read, showing the following results for 1865, being the Sixth Septennial Year of the Company's Business:—

FIRE DEPARTMENT.

The PREMIUMS received during the year 1865 amounted to	£296,746 1 3	
Deduct Re-insurances	55,962 11 5	
		£240,783 9 10
The Premiums received during the year 1864 were	£248,567 19 7	
Deduct Re-insurances	29,332 8 11	
		219,235 10 8
Thus exhibiting an increase for the year 1865 of		£21,547 19 2
The Losses paid during the year 1865 were		£139,632 16 5

Being a decrease of £43,874 as compared with the losses of 1864.

LIFE DEPARTMENT.

1,486 NEW POLICIES were issued, assuring £1,018,707, and producing £34,041 6s. 4d. of NEW PREMIUMS.

The Deaths during the year were 142 in number, and the sums payable on account of these amounted, with Bonus Additions, to £145,572 6s. 1d., being under the expected amount according to the company's tables.

ANNUITY DEPARTMENT.

49 Bonds were issued, securing the sum of £4,720 6s. 2d. yearly, for which the company had received the sum of £41,994 7s. 8d.

SEPTENNIAL INVESTIGATION AND DECLARATION OF BONUS.

The Report also showed that in contrasting the Fire Premums received with the Losses paid during the last seven years and those of the previous septennial period, the following results appeared, viz.:—

	Premiums.	Losses.
From 1852 to 1858	£195,520 16s. 11d.	£123,666 9s. 4d.
From 1859 to 1865	£877,201 16s. 7d.	£494,846 6s. 6d.

The business in the Life Department exhibited the following results, viz.:—

	No. of Policies.	Assuring.	Premiums.
For the period 1852 to 1858	2,700	£2,018,493	£67,348 4s. 0d

being an average of 386 in the number of Policies issued, and £288,356 per annum of the sums assured.

	No. of Policies.	Asuring.	Premiums.
For the period 1859 to 1865	6,800	£5,083,864	£162,780 11s. 5d.

being an average of 971 in the number of Policies issued, and £726,266 per annum of the sums assured.

It also appeared that, on valuing the liabilities of the company under these Policies, it was found that a profit of £150,410 7s. 9d. had been realized during the past seven years, and that the Directors were thus enabled, after setting aside to the Shareholders one-tenth for their guarantee, to allocate and declare on each Policy effected with the company on the participating scale prior to the 30th of December last, a BONUS ADDITION of £1 5s. per cent. per annum on the sums assured, and also the accumulated vested Bonuses on Policies opened prior to the 31st December, 1858.

Although the Bonus is at the rate of £1 5s. per cent. per annum on Policies effected since the last balance, yet it is much higher on Policies of old standing, and it is in many instances as high as £1 18s. per cent. per annum on the sum assured.

In valuing the Policies, the whole of the loading for expenses and profits had been deducted from the Premiums, and therefore no part of the future profits has been anticipated.

N.B.—Bonus Certificates are in preparation, showing the amount added to each Policy, and will be forwarded to the Assured with all possible dispatch.

The usual Prospective Bonus of £1 per cent. per annum was further recommended to be paid on all Policies of five years' standing which might become claims prior to the next division of profits.

The Bonus and Prospective Bonus are only payable upon such Policies as shall have been five full years in existence.

ANNUAL REVENUE FROM ALL SOURCES..... £599,597 7s. 8d.

On the motion of the Chairman, seconded by George Auldjo Jamieson, Esq., the Report was unanimously approved of, and the usual Dividend of 10 per cent. on the Paid-up Capital Stock of the Company, along with a Bonus of 10*s.* per Share, was declared, the Dividend and Bonus to become payable on the 2nd of April next, free of income tax.

On the motion of Sir James Gardiner Baird, Bart., seconded by David Baird Wauchope, Esq., the period of division of profits in the life business was agreed to be altered from every seven years to every five years, and the next investigation directed to be made as at 31st of December, 1870.

On the motion of John Brown Innes, Esq., seconded by J. F. W. Drummond, Esq., a special vote of thanks was given to the various Local Boards and agents of the company.